

VILLAGE OF DOWNERS GROVE
Report for the Village
6/6/2023

SUBJECT:	SUBMITTED BY:
Amendment to Housing and Community Development Joint Recipient Agreement with DuPage County	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A resolution has been prepared to approve an amendment to the Housing and Community Development Joint Recipient Agreement with DuPage County.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the June 6, 2023 consent agenda.

BACKGROUND

The Village has operated under a Housing and Community Development Joint Recipient Agreement with DuPage County since 1996. The agreement enables the Village and the County to work cooperatively to undertake or assist in the undertaking of essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing in the Village. The agreement has automatically renewed every three years.

Funding for the community development and housing assistance activities comes from Housing and Urban Development (HUD) Community Development Block Grants (CDBG). The CDBG program requires DuPage County to qualify as an Urban County every three years. DuPage County is currently undertaking the renewal process for Federal Fiscal Years 2024, 2025 and 2026. As part of this renewal, HUD has added a requirement that cooperative agreements must include the obligation to sign the assurances and certifications in the HUD 424-B form. The HUD 424-B form assures the grant recipient will comply with various Federal acts including but not limited to Title VI of the Civil Rights Act of 1964, the American Disabilities Act and the National Environmental Policy Act. DuPage County is electing to amend the Housing and Community Development Joint Recipient Agreement that was approved in 2014 to include this new language.

Staff recommends approval of the resolution to continue participation in the CDBG program.

ATTACHMENTS

Resolution

Agreement

DCDC Letter

Original Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT ONE TO A HOUSING
AND COMMUNITY DEVELOPMENT JOINT RECIPIENT COOPERATION AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE
(FOR FEDERAL FISCAL YEARS ENDING IN 2024, 2025, 2026
& CONDITIONAL AUTOMATIC RENEWAL THEREAFTER)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), for an amendment to the Housing and Community Development Joint Recipient Cooperation Agreement, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

AMENDMENT ONE TO A HOUSING AND COMMUNITY DEVELOPMENT JOINT
RECIPIENT COOPERATION AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE VILLAGE OF DOWNERS GROVE
(FOR FEDERAL FISCAL YEARS ENDING IN 2024, 2025, 2026 &
CONDITIONAL AUTOMATIC RENEWAL THEREAFTER)

THIS AMENDMENT ONE TO THE HOUSING AND COMMUNITY DEVELOPMENT JOINT RECIPIENT COOPERATION AGREEMENT is entered into this ___ day of June, 2023 by and between the COUNTY OF DU PAGE, Illinois, a body politic and corporate, with a principal place of business located at 421 N. County Farm Road, Wheaton, IL 60187 (hereinafter called "COUNTY") and the VILLAGE OF DOWNERS GROVE, an Illinois Municipal Corporation with a principal place of business located at 801 Burlington Avenue, Downers Grove, Illinois, 60515, (hereinafter called "VILLAGE").

The purpose of this AMENDMENT ONE TO AGREEMENT is to amend an existing Housing and Community Development Joint Cooperation Agreement, between the above parties, which was adopted by Resolution DC-R-0127-14 on 06/24/2014, for the purpose of incorporating additional provisions obligating the COUNTY and VILLAGE, which must be explicitly contained within said AGREEMENT, as reflected in Notice CPD-23-02 issued 04/10/2023.

In consideration of the premises of the AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following amendment of the terms of the AGREEMENT in accordance with Section 4.4. of the Agreement:

1. Section 3.5 is hereby deleted in its entirety and replaced with the following herewith, "The VILLAGE and COUNTY agree to take all required actions to assure compliance with the COUNTY'S certification under section 104(b) of the Title I of the Housing and Community Development Act of 1974, including signing assurances and certifications in the HUD 424-B. In addition, the grant will be conducted and administered in conformity with the National Environmental Policy Act and related Federal authorities, Uniform Relocation Assistance Act and Real Property Acquisition Policies Act of 1970, as amended, Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. Both the COUNTY and VILLAGE have the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable Federal, State, and local laws."

In all other respects, the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates recited below:

VILLAGE OF DOWNERS GROVE, a Municipal Corporation
in the State of Illinois

By: _____
Bob Barnett, Mayor

Date: _____

Attest: _____

Name: _____

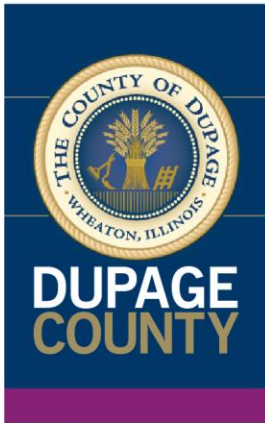
Title: _____

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____
Deborah A. Conroy
DuPage County Board Chair

Date: _____

Attest: _____
Jean Kaczmarek
DuPage County Clerk



COMMUNITY SERVICES

630-407-6500
 Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

May 24, 2023

The Honorable Bob Barnett
 Village of Downers Grove
 801 Burlington Ave.
 Downers Grove, IL 60515

Via Email: rtbarnett@downers.us

Re: Amendment One to the Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove

Dear Mayor Barnett,

As part of DuPage County's requalification as a Community Development Block Grant (CDBG) Program Urban County for Federal fiscal years 2024, 2025, and 2026, the County has reviewed the existing Housing and Community Development Joint Recipient Agreement between DuPage County and the Village of Downers Grove enacted and approved 06/24/2014 under County Board Resolution #DC-R-0127-14. Review was completed to ensure the existing Agreement meets required standards established by the U. S. Department of Housing and Urban Development (HUD) within Section V. of Notice CPD-23-02, Instructions for Urban County Qualification for Participation in the CDBG for Fiscal Years 2024-2026, issued 04/10/2023.

Upon review, it was determined that HUD has added a requirement that cooperative agreements must include the obligation to sign the assurances and certifications in the HUD 424-B form. Therefore, Amendment One to the Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove has been prepared and is enclosed for your review and execution.

Per Section 4.4 of the existing Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove, prior to the automatic renewal of the Agreement for each succeeding three-year Urban County Qualification period, each party agrees to timely adopt any amendment to the Agreement incorporating changes necessary to meet the requirements of cooperation agreements set forth in the Urban County Qualification Notice applicable to the subsequent three-year urban county qualification period. To ensure the requalification timeline established by HUD is met, the Community Development Commission will present the recommendation for Amendment One to the DuPage County Human Services (HS) Committee on 06/06/2023. Upon approval by the HS committee, the item will be presented to the DuPage County Board on 06/13/2023.

We respectfully request the Village of Downers Grove deliver the Village executed Amendment One to our offices by **06/07/2023**. Should this action require Village Council approval via a Resolution, a copy of the Resolution authorizing the approval of Amendment One must also be provided to our offices.

Community Development
 630-407-6600
 Fax: 630-407-6601

Family Center
 422 N. County Farm Rd.
 Wheaton, IL 60187
 630-407-2450
 Fax: 630-407-2451

Housing Supports and Self-Sufficiency
 630-407-6500
 Fax: 630-407-6501

Intake and Referral
 630-407-6500
 Fax: 630-407-6501

Senior Services
 630-407-6500
 Fax: 630-407-6501

Additionally, the County must provide HUD with an Attorney Opinion Letter from Village counsel stating the amended Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove has been reviewed and that the terms and provisions continue to provide full legal authority for the Village to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. The previously provided legal opinion letter dated 07/01/2014 is enclosed for reference. We respectfully request the Attorney Opinion Letter from Village counsel be delivered to our offices by 06/23/2023. The fully executed Amendment One will be provided to your office shortly after County Board approval, anticipated on 06/13/2023.

If you have any questions regarding Amendment One to the Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove or the required Attorney Opinion Letter, please contact Julie Hamlin, Community Development Manager, via telephone at (630) 407-6527 or email at julie.hamlin@dupageco.org.

Sincerely,



Mary A. Keating
Community Services Director

Cc: Julie Hamlin, Community Development Manager, julie.hamlin@dupageco.org

Enc.

1. Amendment One to Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove.
2. Housing and Community Development Joint Recipient Cooperation Agreement between DuPage County and the Village of Downers Grove.
3. Village of Downers Grove Attorney Opinion Letter dated 07/01/2014.
4. Notice CPD-23-02 Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026.
5. HUD Form 424-B Assurances for Non-Construction Programs.

Resolution

DC-R-0127-14

**A HOUSING AND COMMUNITY DEVELOPMENT JOINT RECIPIENT
COOPERATION AGREEMENT BETWEEN DU PAGE COUNTY AND THE VILLAGE OF
DOWNERS GROVE****(FOR FEDERAL FISCAL YEARS ENDING IN 2015, 2016, 2017 &
CONDITIONAL AUTOMATIC RENEWAL THEREAFTER)**

WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as "ACT") providing federal financial assistance for various public improvements which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities; and

WHEREAS, the ACT provides that local units of government may enter into a joint recipient agreement in order to cooperatively address the purposes of the ACT; and

WHEREAS, the County and the Village of Downers Grove have determined that joint action is the most effective way to undertake and accomplish activities and purpose of said ACT; and

WHEREAS, the County and the Village of Downers Grove previously entered into a Joint Recipient Agreement on July 23, 1996 via Resolution number DC-0049-96, which agreement was automatically renewed thereafter for each succeeding urban county qualification period through federal fiscal years 2012, 2013 and 2014, and it is the intention of the parties that such 1996 Joint Recipient Agreement will remain in effect until all funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development ("HUD") for such urban county qualification periods through 2014 have been expended, returned, or otherwise accounted for, to the satisfaction of HUD; and

WHEREAS, it is mutually beneficial and most expedient for the County and the Village of Downers Grove to replace the 1996 Joint Recipient Agreement and adopt a new agreement that will meet the current standards acceptable to HUD for the three-year urban county qualification period including federal fiscal years 2015, 2016 and 2017, and conditional automatic renewal periods thereafter.

WHEREAS, by July 25, 2014, the County must submit to HUD all required qualification documentation including the new joint recipient cooperation agreement for federal fiscal years ending in 2015, 2016 and 2017.

NOW, THEREFORE, BE IT RESOLVED by the County Board that approval is given to enter into the Housing and Community Development Joint Recipient Cooperation Agreement Between DuPage County and the Village of Downers Grove (for federal fiscal years ending in 2015, 2016, 2017 and conditional automatic renewal thereafter) ("AGREEMENT"), a copy of which is attached hereto and made a part hereof. BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board is authorized and directed to execute the

Resolution

DC-R-0127-14

AGREEMENT, together with such additional documents as may be required in anticipation of, and strictly subject to, the Mayor of Downers Grove executing the AGREEMENT.

BE IT FURTHER RESOLVED that the County Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto.

BE IT FURTHER RESOLVED, that the County Clerk be directed to send certified copies of this Resolution to Mr. Ray E. Willis, Director, Community Planning and Development, ATTENTION: Ms. Amy Hudson, U.S. Department of Housing and Urban Development, Chicago Area Office, Region V, 77 West Jackson Boulevard, Room 2401, Chicago, Illinois 60604-3507; Honorable Martin Tully, Mayor of Downers Grove, Civic Center, 801 Burlington Avenue, Downers Grove, Illinois 60515-4776; and Community Development Commission.

Enacted and approved this 24th day of June, 2014 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:



GARY A. KING, COUNTY CLERK

Ayes: 14
Absent: 4

HOUSING AND COMMUNITY DEVELOPMENT
JOINT RECIPIENT COOPERATION AGREEMENT BETWEEN
DU PAGE COUNTY AND THE VILLAGE OF DOWNERS GROVE

(FOR FEDERAL FISCAL YEARS ENDING IN 2015, 2016, 2017 &
CONDITIONAL AUTOMATIC RENEWAL THEREAFTER)

THIS AGREEMENT is entered into effective as of the 24th day of June, 2014, between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois ("COUNTY") and the Village of Downers Grove, an Illinois municipal corporation ("VILLAGE").

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "ACT") providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the ACT; and

WHEREAS, the ACT makes possible the allocation of funds to the COUNTY and VILLAGE for the purpose of undertaking only community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the National Affordable Housing Act ("NAHA") makes possible the allocation of HOME Investment Partnerships Act funds to the COUNTY for the purpose of undertaking only housing activities specified in Title II of NAHA; and

WHEREAS, the governmental entities who are parties to this Agreement:

1. Have determined that there exists in the incorporated and unincorporated areas of the COUNTY the need for various public improvements, which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities for persons of low and moderate income, including the elderly and handicapped, and also public improvements for which there is an urgent need; and
2. Have determined that the said improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974 ("CDBG") (42 USC 5301, *et seq.*), as amended, and the HOME Investment Partnerships Act ("HOME") (42 USC 3535(d) and 12701-12839), as amended, the McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C. 11371-78 and the 2009 Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments, ("ESG") 24 CFR Parts 91 and 576 [Docket No. FR 5474 I 01] RIN 2506 AC29. (the "ACTS") and in effectuation of the purposes thereof; and
3. Have determined that joint action by the COUNTY and VILLAGE is the most effective way to accomplish the purposes of the ACTS within the VILLAGE.

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Constitution of the State of Illinois:

“Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities”; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

“Section 3. INTERGOVERNMENTAL COOPERATION. Any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law....”; and

“Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties”; and

WHEREAS, the COUNTY and VILLAGE previously entered into a Housing And Community Development Joint Recipient Agreement Between DuPage County And The Village of Downers Grove dated July 23, 1996, (“1996 AGREEMENT”) commencing on October 1, 1996, and automatically renewed thereafter for each succeeding urban county qualification period through federal fiscal years 2012, 2013 and 2014, and it is the intention of the parties that the 1996 AGREEMENT will remain in effect until all CDBG, ESG, and HOME funds, including program income or income generated from the expenditure of such funds, which may be received from U.S. Department of Housing and Urban Development (“HUD”) for such program years have been expended, returned, or otherwise accounted for, to the satisfaction of HUD, whichever is longer; and

WHEREAS, updated standards have been issued by HUD and it is most expedient for the COUNTY and VILLAGE to replace, rather than amend the 1996 AGREEMENT, and adoption of this new AGREEMENT will meet the current standards acceptable to the U.S. Department of

Housing and Urban Development (“HUD”) for the three-year urban county qualification period including federal fiscal years 2015, 2016 and 2017; and

WHEREAS, the COUNTY and VILLAGE authorize the execution of this AGREEMENT in exercise of their respective powers and other governmental authority, and, in exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the parties hereto as follows:

1.0 RECITALS

1.1 The foregoing recitals are incorporated herein and made part of this AGREEMENT.

2.0 BASIS, PURPOSE AND INTENT

The parties hereto, by their respective governing bodies, have investigated the provisions of the ACTS and hereby find and declare:

2.1 That the recitals hereinabove set forth show that joint action by the VILLAGE and the COUNTY is the most effective way to accomplish the purpose of the ACTS.

2.2 That it is the purpose and intent of the parties hereto by this Intergovernmental Agreement to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically community renewal and lower income housing assistance activities within the VILLAGE.

3.0 AGREEMENT

3.1 The COUNTY and the VILLAGE agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

3.2 It is hereby understood by the respective parties hereto that the COUNTY shall have authority to undertake or assist in undertaking essential community development and housing assistance activities within the entire VILLAGE.

3.3 The VILLAGE understands that the COUNTY will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to HUD.

3.4 The COUNTY will notify the VILLAGE when a project is proposed inside the VILLAGE’s corporate limit, so that the VILLAGE may have the opportunity to comment on the project.

3.5 The VILLAGE and COUNTY agree to take all required actions to assure compliance with the COUNTY's certification as to the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the Americans with Disabilities Act of 1990, as amended, affirmatively furthering fair housing, and other applicable Federal, State and local laws.

3.6 The VILLAGE agrees to evidence its consent to participate in this AGREEMENT by providing the COUNTY with: (a) two certified copies of a Resolution from the governing body of the VILLAGE that the Chief elected Official of the VILLAGE is authorized to sign the AGREEMENT; and, (b) an unqualified opinion of its legal counsel acceptable to the COUNTY concluding that the VILLAGE is authorized under Illinois and local law to enter into the terms and provisions of the AGREEMENT and to undertake or in undertaking community development activities under the CDBG Program.

4.0 DURATION OF AGREEMENT & AMENDMENT

4.1 The AGREEMENT shall commence upon October 1, 2014, and shall continue in operation for at least three (3) program years commencing on that date for the duration of the official DuPage County 2015, 2016, and 2017 Community Development program years or until all CDBG, HOME, and ESG funds, including program income or income generated from the expenditure of such funds, which may be received from HUD for such program years have been expended, returned or otherwise accounted for, to the satisfaction of HUD, whichever is longer.

4.2 This AGREEMENT will automatically be renewed for each succeeding three-year Urban County Qualification period unless the VILLAGE or COUNTY provides written notice to the other party that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

4.3 The COUNTY will notify the VILLAGE in writing of the next and each succeeding Urban County Qualification period by the date specified in HUD's Urban County Qualification Notice for that qualification period, of its right not to participate. Such notification shall not be less than 60 days prior to each such qualification period. A copy of the COUNTY's notification to the VILLAGE must be sent to the HUD Field Office by the date specified in the urban county qualification schedule applicable for that period.

4.4 Prior to the automatic renewal of this AGREEMENT for each succeeding three-year Urban County Qualification period, each party agrees to timely adopt any amendment to this AGREEMENT incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable to the subsequent three-year urban county qualification period, and to submit such

amendment to HUD as provided in the Urban County Qualification Notice, and that such failure to comply will void the automatic renewal for such qualification period.

4.5 This AGREEMENT remains in effect until the CDBG, HOME, and ESG funds and program income received with respect to activities carried out during the three-year qualification period for the 2015, 2016 and 2017 Community Development program years, and any automatically renewed successive qualification period, are expended and the funded activities completed.

4.6 The COUNTY and VILLAGE agree that they cannot terminate or withdraw from this AGREEMENT while it remains in effect.

5.0 PROGRAM INCOME

5.1 The VILLAGE will inform the COUNTY of any income generated by the expenditures of CDBG or HOME funds received by the VILLAGE from the COUNTY.

5.2 The VILLAGE will return any such program income to the COUNTY for the reprogramming for eligible activities for use in any part of the COUNTY, as the COUNTY determines is best.

5.3 The COUNTY shall monitor and report to HUD on the use of any program income.

5.4 The VILLAGE shall comply with all rules and regulations for the appropriate record keeping in relation to the generation and return of any program income.

5.5 In the event of a closeout of a project, change in status of the VILLAGE, or termination of this AGREEMENT, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the COUNTY.

6.0 PROPERTY ACQUISITION AND DISPOSITION

6.1 The VILLAGE shall comply with all rules and regulations in connection with the acquisition and disposition of real property.

6.2 The VILLAGE shall immediately notify the COUNTY of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.

6.3 The VILLAGE shall pay to the COUNTY an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds, or HOME funds, where applicable) of any property acquired or improved with CDBG funds, or HOME funds, where applicable which the VILLAGE sells or transfers for a use which does not qualify under CDBG regulation, or HOME regulations, where applicable.

6.4 Any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the VILLAGE or termination of this AGREEMENT shall be returned by the VILLAGE to the COUNTY for reprogramming for eligible activities in any part of the COUNTY as the COUNTY determines is best.

7.0 ALLOCATION AND EXPENDITURES

7.1 No funds under the terms of this AGREEMENT will be allocated or spent by the VILLAGE prior to approval by the COUNTY.

8.0 PROHIBITION FROM FUNDING

8.1 The COUNTY and VILLAGE agree that the COUNTY is prohibited from and shall not fund the VILLAGE for activities in, or in support of the VILLAGE when the VILLAGE does not affirmatively further fair housing within its own jurisdiction or when the VILLAGE's actions impede the COUNTY's actions to comply with its fair housing certification to the federal government.

9.0 VILLAGE AS SUBRECIPIENT

9.1 The VILLAGE agrees that, pursuant to 24 CFR 570.501(b), the VILLAGE is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

10.0 NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY

10.1 The VILLAGE certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

10.2 The VILLAGE certifies that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdictions.

11.0 PARTICIPATION IN OTHER PROGRAMS

The VILLAGE understands that, by executing this AGREEMENT, it:

11.1 May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the COUNTY's programs; and

11.2 May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula allocation, the VILLAGE cannot form a HOME Consortium with other local governments.

11.3 May receive a formula allocation under the ESG Program only through the COUNTY.

12.0 NO SALE, TRADE OR TRANSFER OF FUNDS

12.1 The VILLAGE may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

13.0 REMEDIES

13.1 Upon the determination by HUD or by the COUNTY that any funds provided to the VILLAGE under this program have been spent in violation of the requirements of federal or state laws, or the terms of this AGREEMENT, such funds will, upon the request of the COUNTY, be returned to the COUNTY.

13.2 Upon the direction of HUD or the COUNTY to alter or modify a program to eliminate a violation of law, the VILLAGE will take such action.

14.0 SEVERABILITY

14.1 If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision; and to this end, the provisions of this AGREEMENT are severable.

15.0 MISCELLANEOUS

15.1 The parties hereto agree that this AGREEMENT which may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same AGREEMENT.

IN WITNESS WHEREOF, the undersigned parties have caused this AGREEMENT to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

COUNTY OF DUPAGE

VILLAGE OF DOWNERS GROVE

By: *Daniel J. Cronin*
Daniel J. Cronin,
County Board Chairman

By: *Martin T. Tully*
Martin T. Tully
Mayor

Attest: *Gary A. King*
Gary A. King
County Clerk

Attest: *April Holden*
April Holden
Village Clerk



RESOLUTION NO. 2014-34

A RESOLUTION AUTHORIZING EXECUTION OF A HOUSING AND COMMUNITY DEVELOPMENT JOINT RECIPIENT COOPERATION AGREEMENT BETWEEN DUPAGE COUNTY AND THE VILLAGE OF DOWNERS GROVE (FOR FEDERAL FISCAL YEARS ENDING IN 2015, 2016, 2017 & CONDITIONAL AUTOMATIC RENEWAL THEREAFTER)

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), for a Housing and Community Development Joint Recipient Cooperation Agreement, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Passed: June 17, 2014

Attest:


Village Clerk


Mayor

STATE OF ILLINOIS

COUNTY OF DU PAGE

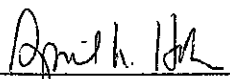
CERTIFICATE

I, April K. Holden, DO HEREBY CERTIFY THAT I am the Village Clerk of the Village of Downers Grove, Du Page County, Illinois, and as such officer I have the lawful power and duty to keep an index and record of all proceedings of the Village Council of said Village, and of all ordinances and resolutions presented to or passed by said Village Council.

I DO HEREBY FURTHER CERTIFY, THAT the foregoing document is a true, correct and complete copy of a certain resolution now on file in my office, designated as Resolution 2014-34 and that said resolution was duly passed and approved by the Council of said Village at a meeting duly called and held in accordance with applicable law, at which a quorum was present and acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Downers Grove, Illinois, in the State and County aforesaid, this 19th day of June 2014.

SEAL



Municipal Clerk

