

**RESOLUTION 2014-19 Passed: April 28, 2014**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO SIGN A SUB-RECIPIENT AGREEMENT WITH DEKALB PARK DISTRICT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$2,000 FOR FUNDING VARIOUS PROJECTS.**

**WHEREAS**, the City of DeKalb will receive Community Development Block Grant Funds (CDBG) from the United States Department of Housing and Urban Development (HUD); and,

**WHEREAS**, the City Council approved, in CDBG Action Plan and Proposed Use of Funds for Program Year 21, a total of \$61,000 of CDBG funds to be used for public services; now,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois as follows:

**Section 1.** That the Mayor of the City of DeKalb, Illinois is authorized and directed to sign an agreement with DeKalb Park District for \$2,000.00 of CDBG funds to assist with the operation to provide a youth recreational program for children of low-income families, a copy of which is attached hereto and made part hereof as Exhibit "A".

**Section 2.** The City Clerk of the City of DeKalb is authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting thereof held on the 28th day of April 2014 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on Consent Agenda. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary, Rey.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk

  
  
JOHN A. REY, Mayor

14-019

**AGREEMENT  
BETWEEN THE CITY OF DEKALB  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
and  
DEKALB PARK DISTRICT  
for  
YOUTH ENRICHMENT PROGRAM**

THIS AGREEMENT, entered this 28th day of April, 2014 by and between the City of DeKalb, a municipal corporation in the State of Illinois (herein called "Grantee") and DEKALB PARK DISTRICT, a not-for-profit corporation (herein called "Subrecipient").

WHEREAS, the City of DeKalb has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the City of DeKalb wishes to engage the Subrecipient to assist in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient shall be responsible for administering a YOUTH ENRICHMENT PROGRAM, utilizing funds from the City of DeKalb Community Development Block Grant Year 21 Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the Community Development Block Grant Program:

**1. PROGRAM DELIVERY**

The DeKalb Park District shall provide a summer day recreation program for children ages 3 through 12.

The Subrecipient shall use CDBG funds to provide fee waivers for income eligible children who wish to participate in the program.

**2. GENERAL ADMINISTRATION**

The Subrecipient shall coordinate the volunteers and/or paid staff necessary to provide services to all children who wish to participate in the program.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement shall meet the Community Development Block Grant Program's National Objectives to benefit low/moderate income persons as defined in 24 CFR Part 570.208(a)(2) (i)(B).

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following level of program services:

Total number served: 10 children

The Subrecipient shall be responsible for documenting the number of clients served and shall make all such documentation available for inspection by the Grantee and representatives of HUD.

**D. Staffing**

The Subrecipient shall provide and maintain adequate levels of administrative and support staff as required to provide and maintain services consistent with Paragraph 1.A. of this Agreement.

#### E. Performance Monitoring

The Grantee shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, the Grantee may terminate the Agreement, and may pursue any remedies provided herein or by law.

#### II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **1st** day of **April, 2014**, and end on the **31st** day of **March, 2015**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets including program income.

#### III. BUDGET

The Subrecipient shall submit a detailed contract budget, of a form and content prescribed by the Grantee, for approval by the Grantee. The Grantee and Subrecipient may agree to review the budget from time to time in accordance with existing policies.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII.C.2. of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

#### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$2,000**. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110. The City's obligation to make any payment hereunder is and shall be expressly conditioned upon the City's receipt of any required approvals for grants contemplated to be used to fund the Subrecipient's program, and the City's unconditional receipt of the grant funds contemplated. Subrecipient agrees and acknowledges that the City shall have no direct liability to provide any funding, and the City's funding obligation is solely related to grant funds expected to be provided by third parties.

#### V. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Jamie Smirz Community Service Planner Planning & Development Division 223 So. Fourth Street, Suite A DeKalb, IL 60115 815-748-2060	Coleen Belmont DeKalb Park District 1403 Sycamore Road DeKalb, IL 60115 (815) 758-6663

## VI. SPECIAL CONDITIONS

Special conditions, if any exist, shall be set forth in an attached exhibit.

## VII. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all Federal regulations and policies issued pursuant to these or any other applicable statutes, codes, requirements or regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Subrecipient is an independent contractor.

### C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgement whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient further agrees that it shall indemnify and hold harmless the City from any and all claims of any nature, arising from or related to the actual or alleged misuse of grant funds, the audit of use of any grant funds, or the alleged noncompliance of the Subrecipient's program with any applicable federal or state law, regulation or condition of grant approval.

### D. Insurance

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement, at least in minimum amounts of coverage as required by law. The Subrecipient shall also maintain any other forms of insurance that may be required by law, at least in minimum amounts of coverage as required by law.

### E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances for the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

### F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### G. Amendments

Grantee and Subrecipient may jointly agree to amend this Agreement at any time provided that such amendments make specific reference to the Agreement, are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its absolute and sole discretion, unilaterally amend or terminate this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications shall be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effect of such termination. Partial terminations of the Scope of Service in Paragraph I.A. above may only be undertaken with prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of the Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In the event that this Agreement is terminated, Subrecipient shall, within fifteen (15) days, provide to Grantee a complete and accurate accounting of all grant funds utilized in accordance with this Agreement; any grant funds which have not been utilized in accordance herewith shall be refunded at that time.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with OMB circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize, adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR, Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") for all costs incurred whether charged on a direct or indirect basis.

#### B. Documentation and Recordkeeping

## 1. Records To Be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal Audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

## 6. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives, 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

## 7. Close-Outs

Subrecipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records.

## 8. Audit and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, the Comptroller General of the United States, or other authorized governmental agency, at any time during normal business hours, as often as the Grantee or HUD, the Comptroller General of the United States, or other authorized governmental agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of the Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with currently Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133. (NOTE: For governmental Subrecipients, this citation would be OMB Circular A-128.)

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report semi-annually for periods ending July 31 and February 28, ending the CDBG fiscal year, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Cost

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures

The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments shall be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for cost incurred by the Grantee on behalf of the Subrecipient.

### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Requirements for said Progress Reports are specified on Addendum I attached hereto and made a part hereof.

## D. Procurement

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory of records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

## 2. OMB Standards

The Subrecipient shall procure all materials, property, or services and utilize or dispose of property in accordance with the requirements of OMB Circular A-110, Procurement Standards.

## 3. Travel

The Subrecipient shall obtain written approval from the Grantee to use funds provided under this Agreement for any travel outside the metropolitan area.

# IX. RELOCATION, ACQUISITION AND DISPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

# X. PERSONNEL AND PARTICIPANT CONDITIONS

## A. Civil Rights

### 1. Compliance

The Subrecipient agrees to comply with the Grantee of DeKalb Human Relations Ordinance, the State of Illinois' Human Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

### 2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting for the provisions of the nondiscrimination clause.

### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L.88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for



such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Sections 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### B. Affirmative Action

##### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

##### 2. W/MBE

The Subrecipient shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in the Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by business enterprises in lieu of an independent investigation.

##### 3. Access To Records

The Subrecipient shall furnish and cause each of its sub-Subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

##### 4. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

##### 5. EEO/AA Statement

The Subrecipient shall, in all solicitation or advertisement for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

##### 6. Subcontract Provisions

The Subrecipient shall include the provision of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions shall be binding upon each Sub-Subrecipient or vendor.

## C. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

### 2. OSHA

Where employees are engaged in activities not covered under the Occupations Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

### 3. Right To Know

Participants, employer or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

### 4. Labor Standards

The Subrecipient agrees to comply with the requirement of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work House, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of the part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirement of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirement of the paragraph, for such contracts in excess of \$2,000.00.

### 5. "Section 3" Clause

#### A. Compliance

Compliance with provision of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any Sub-Subrecipient. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and Sub-Subrecipient, their successors and assigns, to those sanctions as specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing

direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project, be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project".

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

#### B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### C. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the Sub-Subrecipient is in violation of regulations issued by the Grantor Agency. The Subrecipient shall not subcontract with any Sub-Subrecipient where it has notice or knowledge that the latter has been found in violation of regulation under 24 CFR 135 and shall not let any subcontract unless the Sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

##### 3. Conflict of Interest

The Subrecipient agrees to abide by the provision of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

##### 4. Subcontracts

###### A. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of the Agreement without the written consent of the Grantee prior to the execution

of such agreement.

#### B. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### C. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### D. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

#### 5. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

#### 6. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with Federal regulations specified in 24 CFR 570.200(j).

#### 7. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement(s) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph D

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of

not less than \$10,000 and not more than \$100,000 for each such failure.

## XI. ENVIRONMENTAL CONDITIONS

### A. Air & Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

### B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of the Agreement, as it may apply to the provisions of this Agreement.

### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty year old or older or that are included on a Federal, state, or local historic property list.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SUBRECIPIENT**

Colleen Belmont, Rec. Supervisor  
Print Name & Title

Colleen Belmont  
Signature

5/12/14  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

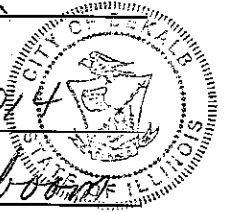
**CITY OF DEKALB**

John A. Rey  
John Rey, Mayor

April 29, 2014  
Date

Elizabeth E. Peerboom  
Elizabeth E. Peerboom, City Clerk

April 24, 2014  
Date



**ADDENDUM I**  
**REQUIREMENTS**  
**SUBRECIPIENT PROGRESS REPORT**  
**CITY OF DEKALB**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

In order to receive funds through the Community Development Block Grant (CDBG) Program, Subrecipients must complete and return Subrecipient Progress Reports (Exhibit A). These reports provide information, as required by the U.S. Department of Housing and Urban Development, verifying that the activity to be completed complies with the National Objective as defined in Section I.B. of this Agreement.

Data provided in the Program Report shall be supported by records that are maintained by the Subrecipient, and made available to the City of DeKalb or its designee for review at least annually. Said data must be adequate to insure that the activity meets the criteria for the National Objective of Limited Clientele Activities and be consistent with the test for such activities as found in 24 CFR Part 570.208(a)(2)(i)(B).

The program year for CDBG shall be April 1 through March 31 and reports must be submitted by the 15<sup>th</sup> of the month following the end of each quarter. They are due to the City, unless otherwise provided for, on July 15, October 15, January 15, and April 15. Grant payments will not be forwarded to the Subrecipient until the quarterly report has been received by the City. Failure to submit reports in a timely manner may disqualify the Subrecipient for future eligibility through the CDBG program.

The following reporting requirements must be followed:

- Avoid duplication by reporting the number of persons or households served and not the number of times service was given.
- Repeat clients from one year to the next shall be counted again in the new program year.
- Do not report repeat clients from one quarter that were reported on the previous quarterly report for the same program year.
- If you provide multiple services to an individual through different programs, report the individual in each program activity.
- If your program provides a double service (i.e., a youth employment program which serves senior citizens), provide a separate report for each group served.

In addition to the attached form, please include copies of receipts and payroll sheets (if applicable), complete with names and addresses of those receiving these monies.

All client information shall be maintained on a confidential basis as set forth in the Subrecipient Agreement attached hereto.

If you have any questions, contact the Planning & Development Division, Department of Public Works, 223 South Fourth Street, Suite A, DeKalb, Illinois 60115 or call 815-748-2060.