

**SUBRECIPIENT GRANT AGREEMENT**

**THIS SUBRECIPIENT GRANT AGREEMENT** ("Agreement") is entered into as of the day of 16 June, 2020 between the VILLAGE OF OAK PARK, Illinois (hereinafter the "Village") and HOUSING FORWARD, an Illinois not-for-profit Corporation (hereinafter the "Subrecipient").

**RECITALS**

**WHEREAS**, the Village has applied for Community Development Block Grant-Corona Virus ("CDBG-CV") funds from the United States Department of Housing and Urban Development ("HUD") as provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter "the Act"); and

**WHEREAS**, Subrecipient has applied to the Village for CDBG-CV funds for the 2019 Program Year; and

**WHEREAS**, the Village has considered and approved the application of Subrecipient and hereby agrees to distribute to Subrecipient a portion of the total CDBG-CV funds allotted to the Village by HUD, with the portion distributed to Subrecipient being in the amount provided in this Agreement and upon the conditions set forth herein; and

**WHEREAS**, the Village and Subrecipient, acting through their respective Boards are each authorized to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as though fully set forth herein.

2. **SCOPE OF SERVICES.**

A. Subrecipient's project schedule and project budget (collectively referred to as "the Project") are set forth in the Subrecipient's Program Year 2019 CDBG-CV Proposal attached hereto and incorporated herein by reference as Exhibit A (hereinafter the "Subrecipient's Proposal").

B. The Project will proceed in accordance with the terms of this Agreement, the Subrecipient's Proposal and all laws and regulations referenced in this Agreement. Any changes(s) in the Project must be approved by the Village prior to the Subrecipient incurring any Project costs or implementing any substantial Project modifications. Such approval shall only be effective if authorized by a written amendment to this Agreement.

C. The funds to be provided by the Village to Subrecipient pursuant to this Agreement shall be used to provide mortgage, rent, security deposit and utility assistance to individuals and families directly affected by the COVID-19 crisis to prevent homelessness and support housing stability. Housing Forward personnel and operating costs are also a part of the project. A total of 141 persons (all Oak Park persons) will benefit.

**3. ALLOCATION OF FUNDS.**

A. The Village shall distribute to Subrecipient as Subrecipient's portion of the total grant received by the Village from HUD a maximum of four hundred thousand dollars (\$400,000) (hereinafter the "Grant Funds") to be paid in accordance with the terms of this Agreement. The Subrecipient acknowledges and agrees that only those budget line items and percentages that appear in its Program Year 2019 Project Budget will be considered for reimbursement through the Grant Funds.

B. The Grant Funds shall not be used for ineligible or unallowable costs, including costs incurred prior to the effective date of this Agreement as defined herein. In the event the Village does not receive the Grant Funds from HUD, the Village shall not provide the Grant Funds, or any other funds, to Subrecipient.

**4. PAYMENT.**

A. The Village shall make all Grant Funds payments on a reimbursement basis. To request a payment of Grant Funds, the Subrecipient must submit a request for payment to the Village in the form of an invoice, together with such supporting documentation as the Village deems necessary in its discretion to support the invoice. The Village shall only reimburse the Subrecipient for approved expenditures to the maximum of the allocated Grant Funds for the Project.

B. The Village may refuse to reimburse the Subrecipient if the Subrecipient is not in compliance with any applicable law, rule or regulation or this Agreement. In such case, the Village shall assist the Subrecipient to bring the Project into compliance.

C. The Subrecipient shall submit invoices to the Village for reimbursement at least quarterly for the Program Year, as defined below. Final project invoices must be submitted to the Village no later than July 31, 2022. Any invoices submitted after July 31, 2022 shall not be paid by the Village.

**5. PROGRAM YEAR.**

A. The Subrecipient shall perform the Project beginning on the date that this agreement is signed and ending on June 30, 2022 (hereinafter referred to as the "Program Year").

B. The Project shall be completed no later than June 30, 2022. Project costs shall not be incurred after the Program Year.

C. If the Subrecipient is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to the Village and request an extension of time for completion of the Project. The Subrecipient shall request an extension from the Village in writing at least thirty (30) days before the end of the Program Year. The Village shall either grant or deny the request for an extension in its discretion and shall provide notice to the Subrecipient of its grant or denial of the request.

D. The Subrecipient shall return any funds not expended by the end of the Project to the Village. All funds obligated or committed by the Subrecipient to contractors, suppliers, etc. during the Program Year must be expended by the end of the Program Year unless an extension has been given to the Subrecipient. The Subrecipient shall have 30 days after the close of the Program Year to request reimbursement for costs incurred for the Project, unless an extension has been granted pursuant to this Agreement.

**6. COMPLIANCE WITH LAWS AND REGULATIONS.**

A. The Subrecipient shall comply with the applicable provisions of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as the "Act") and all applicable rules and regulations promulgated under the Act by the Department of Housing and Urban Development (HUD), including, but not limited to the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.*; 24 CFR Part 570; and all other applicable federal, state, county and local government laws, ordinances or regulations which may in any manner affect the performance of this Agreement, including but not limited to those set forth herein, and those identified in the document titled "Assurances," attached hereto and incorporated herein by reference as Exhibit B.

B. The Subrecipient shall comply with the applicable administrative requirements set forth in the Code of Federal Regulations at 2 CFR 200.

C. The Subrecipient shall comply with the following in its performance of the Project:

1. Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice;

2. Take action to ensure that applicants are employed without



regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such action including, but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, selection for training, including apprenticeship; and

3. The Village's Reaffirmation of Equal Employment Opportunity Policy ("EEO"), attached hereto and incorporated herein by reference as Exhibit C.

D. Subrecipient agrees not to violate any state or federal laws, rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected officials of the Subrecipient in the Project or payments made pursuant to this Agreement.

E. Subrecipient agrees that, to the best of its knowledge, neither the Project nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5 of the United States Code, otherwise known as the "Hatch Act."

F. Subrecipient shall be accountable to the Village for compliance with this Agreement in the same manner as the Village is accountable to the United States government for compliance with HUD guidelines.

G. The Village, as a condition to Subrecipient's receipt of Grant Funds, requires Subrecipient, when applicable, to assist in the completion of an environmental review as needed for the Project.

H. Subrecipient shall permit the authorized representatives of the Village, HUD, and the Comptroller General of the United States to inspect and audit all data and reports of Subrecipient relating to its performance of this Agreement.

I. Subrecipient agrees and authorizes the Village to conduct on-site reviews, examine personnel and employment records and to conduct other procedures or practices to assure compliance with these provisions. The Subrecipient agrees to post notices, in conspicuous places available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

J. The Village will provide technical assistance as needed to assist the Subrecipient in complying with the Act and the rules and regulations promulgated for implementation of the Act.

## **7. REPORTING AND RECORD KEEPING.**

### **A. Subrecipient's Maintenance of Required Records.**

Subrecipient shall maintain records to show actual time devoted and costs incurred in connection with the Project. Upon fifteen (15) days' notice from the Village, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said Progress Reports required pursuant to Section 7(C) below shall be made available for inspection, copying, or auditing by the Village at any time, during normal business hours.

B. Subrecipient's documents and records pursuant to this Agreement shall be maintained and made available during the Project Period and for three (3) years after completion of the Project. The Subrecipient shall give notice to the Village of any documents or records to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said documents and records and to require Consultant to deliver same to the Village. The Subrecipient shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of Grant Funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Subrecipient agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any Grant Funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Subrecipient shall make the documents and records available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

C. Quarterly Progress Reports & Final Report. Subrecipient shall prepare and submit a quarterly Progress Report to the Village reporting on the status of the Project. Project progress is to be implemented based on the Project timeline set forth in the Proposal, attached hereto and incorporated herein as Attachment A. The information provided in the Progress Reports shall be forwarded to the United States Department of Housing and Urban Development and shall be made available to the Village's Community Development Citizen Advisory Committee in order to determine the success or failure of the Project.

All Progress Reports, unless otherwise specifically noted, shall be due by the 15th day of the month following the end of each quarter and shall contain data obtained during the pre-

ceding three months. The Subrecipient shall be required to submit a final report at the end of the Project in lieu of the last Progress Report.

Each quarterly Progress Report and the Final Report shall include information regarding activity compliance pursuant to the national objective criteria set forth in 24 C.F.R. Section 208 (2) and 570 and in Section 2 - Scope of Services. See the attached formats Exhibits D & E. The Village may request additional reports from the Subrecipient as necessary to comply with any applicable federal law requirements.

D. Subrecipient will keep and maintain such records and provide the report and documentation to the Village as the Village deems necessary to further its monitoring obligations.

## **8. MONITORING AND PERFORMANCE DEFICIENCIES.**

A. Village Project Monitoring. The Village will monitor the Subrecipient's planning and implementation of the Project on a periodic basis to determine Subrecipient's compliance with all laws, rules and regulations and to determine whether Subrecipient is adequately performing and operating the Project in accordance with the approved Project guidelines. Subrecipient acknowledges the necessity for such monitoring and agrees to cooperate with the Village in this effort by providing all requested records and information and allowing such on-site visits as the Village determines is necessary to accomplish its monitoring function.

B. Performance Deficiency Procedures. The Village may take such actions as are necessary to prevent the continuation of a performance deficiency, to mitigate, to the extent possible, the adverse effects or consequences of the deficiency, and to prevent a recurrence of the deficiency. The following steps outline the general procedure the Village will use when it becomes aware of a performance deficiency. The Village is not bound to follow these steps. Depending on the seriousness of the deficiency, the Village may take any steps it deems necessary to address the deficiency, including immediate termination of the Project and any other remedies available by law.

1. When an issue involving a performance deficiency arises, including performance reporting requirements, the Village will first attempt to resolve the issue by informal discussions with the Subrecipient. The Village will attempt to provide Technical Assistance, to the maximum extent practicable, to help the Subrecipient successfully resolve the performance issue.
2. If discussion does not result in correction of the deficiency, the Village will schedule a monitoring visit to review the performance area that must be improved. The Village will provide the Subrecipient with a written report that outlines the results of the monitoring. Generally this report will include a course of corrective action and a time frame in which to implement corrective actions.



3. If, despite the above efforts, the Subrecipient fails to undertake the course of corrective action by the stated deadline, the Village will notify the Subrecipient in writing that its Project is being suspended. CDBG funds may not be expended for any Project that has been suspended.
4. The Village's written suspension notice will include a specified, written course of corrective action and a timeline for achieving the changes. Generally, corrective action plans will require a 15 to 60 day period of resolution (depending upon the performance issue).
5. The Village may lift a suspension when the performance issue has been resolved to the satisfaction of the Village. The Village will release a suspension by written release signed by the Village Manager or her designee.

C. Unresolved Performance Deficiencies. Subrecipient's failure, in whole or in part, to meet the course of corrective action to have a suspension lifted, shall constitute cause for termination pursuant to the procedures set forth in Section 9 below.

## 9. TERMINATION.

This Agreement may be terminated as follows:

A. By Fulfillment. This Agreement will be considered terminated upon fulfillment of its terms and conditions.

B. By Mutual Consent. The Agreement may be terminated or suspended, in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to the Agreement.

C. Lack of Funding. The Village reserves the right to terminate this Agreement, in whole or in part, in the event expected or actual funding from the Federal government or other sources is withdrawn, reduced or eliminated.

D. For Cause. The Village may terminate this Agreement for cause at any time. Cause shall include, but not be limited to:

1. Improper or illegal use of funds;
2. Subrecipient's suspension of the Project; or
3. Failure to carry out the Project in a timely manner.

E. Termination for Illegality. This Agreement shall be subject to automatic termination due to the Subrecipient's improper or illegal use of the Grant Funds. Notice of

termination for illegality shall be provided by the Village to Subrecipient pursuant to Section 18 below.

**10. REVERSION OF ASSETS.**

A. At the termination of this Agreement, Subrecipient shall transfer to the Village any CDBG-CV funds on hand, and any accounts receivable attributable to the use of CDBG-CV funds.

B. If Subrecipient intends to dispose of any real property acquired and/or improved with CDBG-CV funds, Subrecipient must report, in writing, to the Village, such intent to dispose of said property 30 days prior to the negotiation and/or agreement to dispose of said property.

C. For a period of 5 years after the Project Year, Subrecipient will provide the Village with an annual report inventorying all real property acquired or improved with CDBG-CV funds and certifying its use in accordance with the CDBG National Objectives.

**11. REMEDIES.**

A. In the event of any violation or breach of this Agreement by Subrecipient, misuse or misapplication of funds derived from the Agreement by Subrecipient, or any violation of any laws, rules or regulations, directly or indirectly, by Subrecipient and/or any of its agents or representatives, the Village shall have the following remedies:

1. The Subrecipient may be required to repay the Grant Funds to the Village;

2. To the fullest extent permitted by law, the Subrecipient will indemnify and hold the Village harmless from any requirement to repay the Grant Funds to HUD previously received by the Subrecipient for the Project or penalties and expenses, including attorneys' fees and other costs of defense, resulting from any action or omission by the Subrecipient; and

3. The Village may bring suit in any court of competent jurisdiction for repayment of Grant Funds, damages and its attorney's fees and costs, or to seek any other lawful remedy to enforce the terms of this Agreement, as a result of any action or omission by the Subrecipient.

**12. INDEPENDENT CONTRACTOR.** Subrecipient is and shall remain for all purposes an independent contractor and shall be solely responsible for any salaries, wages, benefits, fees or other compensation which she may obligate herself to pay to any other person or consultant retained by her.



**13. NO ASSIGNMENT.** Subrecipient shall not assign this Agreement or any part thereof and Subrecipient shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the Village having first been obtained.

**14. AMENDMENTS AND MODIFICATIONS.**

A. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties.

B. No such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Subrecipient.

**15. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**16. ENTIRE AGREEMENT.**

A. This Agreement sets forth all the covenants, conditions and promises between the parties.

B. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW, VENUE AND SEVERABILITY.**

A. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

B. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**18. NOTICES.**

A. All notices or invoices required to be given under the terms of this Agreement shall be given by United States mail or personal service addressed to the parties as follows:

For the Village:

Grants Supervisor  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

For Subrecipient:

Executive Director  
Housing Forward  
1851 S. 9<sup>th</sup> Avenue  
Maywood, Illinois 60153

B. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

**19. EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the date that the Village Manager for the Village of Oak Park and Housing Forward execute this Agreement.

**20. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**21. CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**22. NON-WAIVER OF RIGHTS.** No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

**23. ATTORNEY'S OPINION.** If requested, the Subrecipient shall provide an opinion by its attorney in a form reasonably satisfactory to the Village Attorney that all steps necessary to adopt this Agreement, in a manner binding upon the Subrecipient have been taken by the Subrecipient.

**24. BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

Cara Pavlicek  
Name: Cara Pavlicek  
Title: Village Manager

Date: 4/14, 2020

HOUSING FORWARD

Lynda Schmeier  
Name: Lynda Schmeier  
Title: Executive Director

Date: July 6, 2020

ATTEST:

Vicki Scaman  
Name: Vicki Scaman  
Title: Village Clerk

Date: 6/16, 2020

ATTEST:

Steven Glass  
Name: Steven Glass  
Title: Secretary

Date: 07/06, 2020

REVIEWED AND APPROVED  
ASTO FORM

[Signature]  
JUN 15 2020  
LAW DEPARTMENT