

ORIGINAL

RESOLUTION NO. R-2015-16

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT REGARDING THE WEST COOK COUNTY HOUSING COLLABORATIVE (2015-2018) AND AN INDEPENDENT CONTRACTOR SERVICES AGREEMENT FOR AN INTER-JURISDICTIONAL HOUSING COORDINATOR REGARDING SAME (2015-2018)

WHEREAS, in 2009, the Village of Maywood, in collaboration with the other near west suburban communities of Bellwood, Berwyn, Forest Park and Oak Park (collectively, with Maywood, the "Member Communities"), and with technical and other assistance from the Metropolitan Mayors Caucus, created the West Cook County Housing Collaborative ("WCCHC") for the purpose of obtaining grant funds from various sources for the coordination and furtherance of housing-related goals in the Member Communities; and

WHEREAS, since 2009, the Member Communities have entered into a series of Intergovernmental Agreements relative to certain aspects and obligations of the WCCHC. The current Intergovernmental Agreement, which commenced on July 15, 2012, will expire in July, 2015; and

WHEREAS, since 2009, Maywood has also agreed to act as fiscal agent for purposes of hiring an independent contractor to perform certain services as an Inter-Jurisdictional Housing Coordinator (the "Contractor") on behalf of Maywood and the other Member Communities under the terms and conditions set forth in an Independent Contractor Services Agreement between the Contractor and Maywood, which is also about to expire; and

WHEREAS, Maywood and the other Member Communities desire to continue their joint efforts and towards that end, desire to execute an Amended and Restated Intergovernmental Agreement ("IGA") to cover the next three (3) years, to be substantially in the form set forth in **Exhibit A**, attached hereto and made a part hereof, and for Maywood to enter into an Amended and Restated Independent Contractor Services Agreement ("Services Agreement") for the next three (3) years to be substantially in the form set forth in **Exhibit B**, attached hereto and made a part hereof; and

WHEREAS, funding for the employment of the Contractor over the course of the coming year is being provided by grants obtained by or through the Metropolitan Mayors Caucus (the "Grants"); and

WHEREAS, the chosen Contractor, IFF Real Estate Services, LLC, is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform all of the services required by the IGA and Services Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the IGA and Services Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and find that entering into the IGA and Services Agreement for the coming year is in the best interests of the Village and the best interests of the Member Communities.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: The Corporate Authorities of the Village of Maywood approve the IGA with the other Member Communities relative to the continuation of the housing collaborative, to be substantially in the form of **Exhibit A**, subject to appropriate modification and final approval by the Village Attorney. Further, the Corporate Authorities of the Village of Maywood approve the Services Agreement with the Contractor to be substantially in the form of **Exhibit B**, subject to appropriate modification and final approval by the Village Attorney. The Corporate Authorities of the Village of Maywood authorize and direct the Village President and Clerk, or their designees, to execute said IGA and Services Agreement upon appropriate modification and final approval of the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the IGA and Services Agreement.

ADOPTED this 16th day of June, 2015, pursuant to a roll call vote as follows:

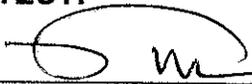
AYES: President Pro Tem H. Yarbrough, Trustee(s) I. Brandon, M. Rogers, and M. Lightford

NAYS: None

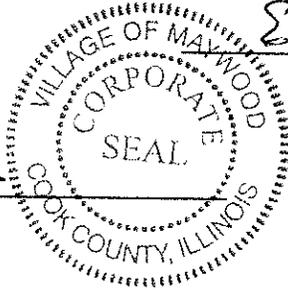
ABSENT: Mayor Edwenna Perkins, Trustee(s) A. Dorris and R. Rivers

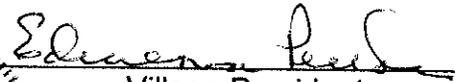
APPROVED this 18th day of June, 2015, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

ATTEST:



Village Clerk





Village President

Date: 6-18-2015

EXHIBIT A

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT –
WEST COOK COUNTY HOUSING COLLABORATIVE**

(ATTACHED)

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
WEST COOK COUNTY HOUSING COLLABORATIVE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the Village of Bellwood ("Bellwood"), the City of Berwyn ("Berwyn"), the Village of Forest Park ("Forest Park"), the Village of Maywood ("Maywood"), and the Village of Oak Park ("Oak Park")(collectively, the "Member Municipalities"), all being Illinois municipal corporations, for the purpose of setting forth the terms and conditions of the parties' participation in the West Cook County Housing Collaborative ("the Collaborative").

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, authorize units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the corporate authorities of the Member Municipalities desire to plan for and implement activities to address housing and housing-related issues; and

WHEREAS, the corporate authorities of the Member Municipalities find that it is in their best interests to address housing and housing-related issues on a regional basis using a collaborative, intergovernmental approach as set forth in this Agreement; and

WHEREAS, the Member Municipalities entered into an Intergovernmental with an effective date of July 15, 2012 (the "Initial Agreement") establishing the Collaborative and have been successful in obtaining grant funds to further the goals of the Collaborative in addressing housing and housing-related issues; and

WHEREAS, the Member Municipalities find that it is in their best interest to amend and restate the Initial Agreement in order to continue the work of the Collaborative.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained below, the Member Municipalities agree to continue the existence of the West Cook County Housing Collaborative in accordance with the terms and conditions set forth herein:

I. INCORPORATION OF RECITALS

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

II. PARTICIPANTS

The Parties to this Agreement are the Member Municipalities. However, the work of the Collaborative relies on the support and assistance of the Metropolitan Mayors Caucus ("MMC"), and the other entities listed below, engaged by separate contract (collectively, with the Member Municipalities, the "Participants."):

- A. The MMC has agreed to provide staff support and technical assistance particularly related to assisting IFF, at no charge to the Collaborative or the

Member Municipalities. MMC, as recipient of certain grant funds (the "Grant Funds"), agrees to act as fiscal agent for the Grant Funds, distributing the Funds in accordance with the invoice approval process set forth in Section VI(A)(2) below.

- B. IFF is a not for profit real estate and housing consultant dedicated to strengthening nonprofits and the communities they serve. IFF has been retained by the Village of Maywood, by independent contractor agreement which agreement relies on certain grant funds (the "Consultant Grant Funds") which Consultant Grant Funds are administered by the MMC.
- A. Each Member Municipality has agreed to absorb the already incurred and future internal administrative costs for their own employees' time and miscellaneous costs and expenses associated with creating and implementing projects undertaken by the Member Municipalities pursuant to this Agreement. Except for matching funds required under the HUD SCC Grant, the Member Municipalities are not required to dedicate any other funds to the projects set forth in this Agreement. Any funding requirements must be specifically approved in writing by the corporate authorities of the Member Municipality.
- C. Funding agencies identified in this Agreement, but only to the extent the grant agreements by which they provide funding call for their participation in the funded projects.

III. GRANTS

The work of the Participants will be largely funded by grants obtained by the Participants on behalf of the Collaborative, with matching funds provided by Member Municipalities as required by any grant agreement and consented to by the applicable Member Municipality. The Village of Oak Park received, on behalf of the Member Municipalities, a Sustainable Communities Challenge Grant from the U.S. Department of Housing and Urban Development in the amount of \$2,916,272 (the "HUD SCC Grant"). The HUD SCC Grant was awarded by a Cooperative Agreement which, together with all its attachments, is attached hereto as **Group Exhibit A** and made a part hereof. The Participants will continue to seek out and apply for additional grants for the purpose of supporting the on-going inter-jurisdictional work of the Collaborative.

IV. ESTABLISHMENT OF STEERING COMMITTEE

The work of the Collaborative has been and will continue to be overseen by a Steering Committee (the "Steering Committee"), made up of two representatives from each Member Municipality, one an elected official and the other a staff member, both appointed by the Mayor or Village President of each Member Municipality.

Maywood's Director of Community Development shall act as chairperson of the Steering Committee and principal liaison between IFF and the Steering Committee. The Village of Oak Park's Housing Programs Manager will act as co-chair, and will serve in the absence of Maywood's Director of Community Development. The Oak Park Housing Programs Manager will act as liaison between the Steering Committee and HUD.

No Member of the Steering Committee shall receive compensation for service on the Steering Committee, other than the compensation the member ordinarily receives from his or her employing Municipality.

The Steering Committee shall be subject to and shall be governed by the terms of this Agreement and by any By-Laws adopted by the Steering Committee and amended from time to time. In the event of a conflict between this Agreement and the Bylaws, the terms of this Agreement shall control the creation and operation of the Steering Committee.

Neither the Collaborative nor the Steering Committee are intended to be legal entities separate and apart from the individual Member Municipalities and have no power to contract or take any other legally binding action.

V. DUTIES OF STEERING COMMITTEE

A. Duty to Act in Accordance with Grants

The work of the Steering Committee and the work of IFF shall conform to the requirements of any grant agreements which provide funding to or on behalf of the Collaborative, to IFF, or to any other Participant in furtherance of the goals of the Collaborative. However, at the conclusion of any particular grant funding, the Committee will continue to exist and will operate according to the rules of any other funding agreements that may be entered into.

B. Duties regarding IFF

The Steering Committee is charged with the responsibility of overseeing the work of IFF whose duties are described in the Village of Maywood/IFF Independent Contractor Services Agreement attached hereto and made a part hereof as **Exhibit B** ("IFF Services Agreement") and in the Village of Oak Park – IFF Cooperative Agreement.

1. Supervise and Coordinate IFF's Services

The Steering Committee will direct, oversee and cooperate with IFF in carrying out the services in the Independent Contractor Services Agreement, the Cooperative Agreement and any other services IFF will provide under other grants received in the future.

2. Identify Additional Projects

The Steering Committee will work with the IFF and the other Participants to identify additional projects and priorities to be undertaken by the Collaborative pursuant to grant funds either previously received or to be received by any Participant under this Agreement.

3. Invoices and Funding Sources

The Steering Committee will review and approve all IFF invoices. Because the Steering Committee is not a legal entity, it shall have no responsibility for the payment of any invoices.

The Village of Maywood will submit approved IFF invoices to MMC as the fiscal agent of the Consultant Grant Funds.

Other payment arrangements to IFF may be developed if any other Member Municipality secures additional grant funds for that purpose on behalf of the Collaborative. Such alternative payment arrangements must be approved by the Steering Committee.

C. Quarterly Meetings

The Steering Committee or its designee will meet with IFF, MMC and any necessary grant funding agency representatives no less than once per quarter to: a) review the status of the projects coordinated by IFF; b) to evaluate IFF's performance based on certain benchmarks which the Steering Committee, together with MMC, will determine; c) to evaluate the status of projects undertaken by the Member Municipalities pursuant to grant funds received under this Agreement; and d) to evaluate IFF's performance with respect to the terms of the grants funding such projects and any grant agreements.

D. No Contracting Authority

The Steering Committee, like the Collaborative, is not a legal entity, and as such shall not have the authority to contract nor shall it incur any liability or be bound by the terms of any service contract or grant agreement. Member Municipalities shall only be contractually bound by agreements expressly authorized and approved by the governing body of a Member Municipalities.

VI. PROJECTS

Using the grant funds noted above, the Participants will undertake the following projects in furtherance of the goals of the Collaborative:

A. Maywood – IFF Agreement

The Village of Maywood, on behalf of the Member Municipalities, using Consultant Grant Funds, has retained IFF to provide administrative assistance and guidance to the Collaborative and to perform other services as described in the IFF Services Agreement, attached hereto as **Exhibit B**.

B. Payment Process

IFF will submit invoices for the services provided under the IFF Services Agreement to the chair of the Collaborative. The chairperson will distribute IFF's invoices to each of the Member Municipalities. If a Municipality has any objection to the invoice as stated, the Municipality must inform the Chair in writing within 7 days. If a majority of the Member Municipalities object to all or any portion of an invoice, the Chair will not forward that portion of the invoice for payment. The Chair will forward to MMC, and direct the payment by MMC, as recipient of the Consultant Grant Funds, only those invoices for which no objection is received from the majority of the Member Municipalities. MMC will not distribute the Consultant Grant Funds unless and until the Chair directs the payment.

Under no circumstances shall the Village of Maywood be responsible to pay IFF out of its own funds. All payments owed to IFF under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the Consultant Grant Funds.

C. Additional Projects

IFF may be engaged to provide additional responsibilities if additional grant funds are obtained by and Participant.

D. Oak Park - IFF Agreement

The Village of Oak Park, on behalf of the Member Municipalities has separately contracted with IFF under a Cooperative Agreement, to perform services under the HUD SCC Grant. IFF's services under the Cooperative Agreement will terminate upon the termination of the HUD SCC Grant Cooperative Agreement. The services IFF will perform under the Cooperative Agreement are stated in that agreement. The Village of

Oak Park will not be responsible to pay IFF out of its own funds. All payments owed to IFF under the Cooperative Agreement will be made using the HUD SCC grant funds and in the manner required by HUD as set forth in the Cooperative Agreement.

E. Projects Undertaken Pursuant to HUD Sustainable Communities Challenge Grant

As noted above, the Village of Oak Park applied for and received, on behalf of the Member Municipalities, the HUD SSC Grant in the amount of \$2,916,272. If the terms of this Agreement conflict with the terms of the HUD SCC Grant Cooperative Agreement, any such conflict shall be resolved in favor of the terms of the Cooperative Agreement.

1. Comprehensive Plan Update

a. Develop Plan

Using a portion of the HUD SCC Grant Funds, each Member Municipality except Berwyn will engage a Comprehensive Planning Consultant to develop and/or update their municipal comprehensive plan. Berwyn will develop its comprehensive plan using other funding sources. Each Member Municipality shall enter into a separate contract with a Comprehensive Planning Consultant chosen by the Member ("Planning Consultant"). Except for Berwyn, each Member Municipality must submit the name of their proposed Comprehensive Planning Consultant, the scope of work, and a copy of the proposed contract to the Village of Oak Park prior to engaging the Planning Consultant's services. Oak Park will forward the proposed contracts to HUD for approval. Failure to obtain prior HUD approval of the proposed contract prior to award may result in HUD denying funding for the contract.

As part of the development and/or update of their respective comprehensive plans, the Member Municipalities, including Berwyn, will collaborate to include regional strategies for transit oriented development and affordable housing. The Village of Oak Park has contracted with Envision Sustainability Tools, Inc., under a separate Cooperative Agreement to determine community support for sub-regional priorities.

b. Funding and Payment Process

The HUD SCC Grant dedicates the following funds to the development and/or update of the Comprehensive Plans:

Village of Oak Park:	\$200,000
Village of Bellwood:	\$100,000
Village of Maywood:	\$100,000
Village of Forest Park:	\$100,000

Each of those Member Municipalities agree to provide matching funds as listed on the HUD 424-CBW, Total Budget Summary referenced on the face of the HUD-1044 and incorporated into **Group Exhibit A**.

Each of the Member Municipalities shall submit monthly invoices to the Village of Oak Park documenting the comprehensive planning services completed. Invoices must include the hours worked per task and otherwise comply with all HUD billing and payment requirements, including the use of HUD forms if required by HUD. The monthly invoices shall also state the amount each municipality has provided in matching funds

for the quarter. Each Member Municipality is required to review and approve the invoices prior to submitting the invoice to Oak Park for HUD approval and payment.

All comprehensive plan services will be paid using HUD SCC Grant funds in accordance with HUD invoicing guidelines. The Village of Oak Park will review the monthly invoices and submit them to HUD for approval and payment. Upon Village of Oak Park and HUD approval of the expenditures, HUD will provide the Village of Oak Park with sufficient funds to cover the invoices. The Village of Oak Park will remit those funds to the invoicing municipality within thirty (30) days.

Should HUD deny the expenditures set forth in the monthly invoice, the Village of Oak Park, acting strictly as the billing and payment coordinator of the HUD SCC Grant, is under no obligation to pay the Member Municipality or their Planning Consultant out of Village funds. The total amount for all services provided by the Planning Consultant in relation to the SCC Grant shall not exceed the amount as listed on the HUD 424-CBW, Total Budget Summary referenced on the face of the HUD-1044 and incorporated into Group Exhibit A.

2. Transit Oriented Development Fund

Using the HUD SCC Grant, IFF, working with the Collaborative, will develop a Transit Oriented Development Fund (TOD) in accordance with the terms of the HUD SCC Grant. IFF will match the HUD SCC funds with \$1,000,000 of IFF sourced funds dedicated toward the TOD project. IFF's services and the payment for those services related to the TOD Fund are governed by the Cooperative Agreement between the Village of Oak Park and IFF.

The Steering Committee will work with IFF to develop the Transit Oriented Development Fund program and specifications.

VII. *MUTUAL RELEASE, HOLD HARMLESS AND WAIVER OF CLAIMS*

Each Member Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Member Municipalities, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Member Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

VIII. *COOPERATION*

The Member Municipalities enter into this Agreement in the interests of intergovernmental collaboration. As such, the Member Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Member Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

IX. WAIVER

The waiver by any Member Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

X. DEFAULT/BREACH AND REMEDY

The failure or refusal by any Member Municipality to comply with any of its obligations shall constitute a default under this Agreement.

If any Member Municipality defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Member Municipality shall give the breaching Member Municipality written notice of such default/breach, and if the breaching Member Municipality does not cure the default/breach within fifteen (15) days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Member Municipality does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the non-breaching Member Municipality may terminate the Breaching Member Municipality's participation in this Agreement. Upon termination of this Agreement, the Member Municipality shall have the ability to pursue all available legal rights and remedies in court to assert or protect its rights.

Should any dispute arising out of this Agreement lead to litigation, the prevailing Member Municipality shall not be entitled to recover its costs of suit or attorneys' fees.

XI. NOTICES

All notices, demands, requests or other writings which any Member Municipality is required to, or may wish to, serve upon any other Member Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Member Municipalities to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village of Bellwood: Village of Bellwood
Office of the Village Attorney
3200 Washington Boulevard
Bellwood, Illinois 60104

If to City of Berwyn: City of Berwyn
Office of the City Attorney
6700 West 26th Street
Berwyn, Illinois 60402

If to the Village of Forest Park: Village of Forest Park
Office of the Mayor
517 Desplaines Avenue
Forest Park, Illinois 60130

If to the Village of Maywood:

Village of Maywood
Office of the Village Manager
40 Madison Street
Maywood, IL 60153

If to Village of Oak Park:

Village of Oak Park
Office of the Village Attorney
123 Madison Avenue
Oak Park, Illinois 60302

Any Member Municipality may change the address at which it desires to receive notice upon giving written notice of such request to the other Member Municipalities in the manner herein specified.

XII. GENERAL

A. After approval by the respective corporate authorities, this Agreement shall be binding on each Member Municipality and its respective successors, including successors in office.

B This Agreement shall be deemed and construed to be the joint and collective work product of the Member Municipalities and, as such, this Agreement shall not be construed against a Member Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

C This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the Member Municipalities.

D. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Member Municipalities, the Steering Committee or the Consultant. Each Member Municipality hereto shall retain the sole right to control its own employees and the affairs and conduct of its employees and representatives shall be sole responsibility of the participating Member Municipality.

E. The Member Municipalities shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in the best interest of that certain Member Municipality as from time to time determined by its corporate authorities.

XIII. AMENDMENTS

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Member Municipalities hereto as required by law.

XIV. ASSIGNMENT

This Agreement shall not be assigned by any Member Municipality.

XV. SEVERABILITY

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever,

the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be effective by such determination, unless the Agreement can no longer be performed by any Member Municipality.

XVI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Member Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

XVII. EFFECTIVE DATE

The Effective Date of this Agreement shall be 12:01 a.m. on July 16, 2015.

XVIII. TERM OF AGREEMENT

This Agreement shall be in full force and effect for a term of three (3) years commencing on the Effective Date of this Agreement, subject to early termination as set forth herein.

XIX. TERMINATION

This Agreement shall terminate upon the earlier of the expiration of the term or upon mutual agreement of all of the Member Municipalities. Any Member Municipality may withdraw from this Agreement, at any time, upon at least thirty (30) days prior written notice to the other Member Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Member Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Village of Maywood, whichever is later. If the withdrawing Member Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Member Municipality shall still be obligated to cure the default. Withdrawal by a Member Municipality shall terminate only that Member Municipality's participation under the Agreement and shall not affect the other Member Municipalities or require an amendment to this Agreement.

IN WITNESS WHEREOF, the Member Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY: _____ Date: _____

President
Village of Bellwood

ATTEST: _____
Village Clerk

BY: _____ Date: _____

Mayor
City of Berwyn

ATTEST: _____
City Clerk

BY: _____ Date: _____

Mayor
Village of Forest Park

ATTEST: _____
Village Clerk

BY: _____ Date: _____

Mayor
Village of Maywood

ATTEST: _____
Village Clerk

BY: _____ Date: _____

Village President
Village of Oak Park

ATTEST: _____
Village Clerk

GROUP EXHIBIT A
SCC Grant

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CCPIL0052-11		4. Amendment Number 1	
5. Effective Date of this Action		6. Control Number	
7. Name and Address of Recipient The Village of Oak Park, IL 123 Madison Street Oak Park, IL: Illinois 60302-4272 Phone: 708-358-5411 Fax: 708-358-5114		8. HUD Administering Office HUD, Office of Sustainable Housing and Communities 451 Seventh Street, S.W., Room 10180 Washington, DC 20410	
10. Recipient Project Manager Tammie Grossman, Housing Programs Manager		9. HUD Government Technical Representative Stephen A. Cerny, Stephen.A.Cerny@hud.gov	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office CFO Accounting Center Administrative Accounting Division, 6AFF, P.O. Box 901013, Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$0.00	15a. Appropriation Number	15b. Reservation number
HUD Amount this action	\$2,916,272.00	861/30162	CCPIL0052-11
Total HUD Amount	\$2,916,272.00	Amount Previously Obligated	\$0.00
Recipient Amount	\$5,752,825.00	Obligation by this action	\$2,916,272.00
Total Instrument Amount	\$8,669,097.00	Total Obligation	\$2,916,272.00

16. Description

Employer Identification Number: 36-6006027

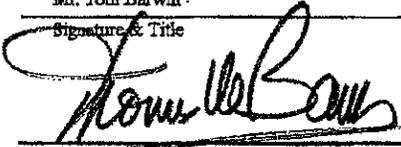
Program Code: CCP

This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.

This grant instrument consists of the following, some of which are incorporated by reference:

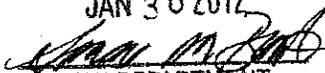
1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CRW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan/Logic Model (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-87, A-133 and A-102, which is incorporated in 24 CFR Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (FR-5500-N-33)

Period of Performance is 36 months from February 1, 2012 to January 31, 2015.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Mr. Tom Barwin		20. HUD (By Name) J. Malcom Smith	
Signature & Title 	Date (mm/dd/yyyy) 1-30-2012	Signature & Title	Date (mm/dd/yyyy)

REVIEWED AND APPROVED
AS TO FORM

form HUD-1044 (8/90)
ref. Handbook 2210.17

JAN 30 2012

LAW DEPARTMENT

HUD CONTINUATION SHEET

Instrument No: CCPIL0052-11

1. BUDGET

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$0.00	\$55,518.00	\$55,518.00
Fringe Benefits	\$0.00	\$19,985.00	\$19,985.00
Travel	\$7,389.00	\$0.00	\$7,389.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00
Contracts	\$2,908,883.00	\$5,677,322.00	\$8,586,205.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00
Total	\$2,916,272.00	\$5,752,825.00	\$8,669,097.00

If the grantee's match/leverage contribution is less than \$5,752,825.00 the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

2. AMOUNT OF COST SHARE

The estimated cost for the performance of this grant is \$8,669,097.00. HUD shall not be obligated to reimburse the Village of Oak Park in excess of \$2,916,272.00. The Grantee agrees to bear without reimbursement from HUD \$5,752,825.00 of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of \$8,669,097.00; all such excess costs shall be borne entirely by the Grantee.

3. KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
Tammie Grossman	Housing Programs Manager	10%
Craig Lesner	Chief Finance Officer	1%
Rob Cole	Assistant Village Manager	1%

4. SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:

Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

HUD CONTINUATION SHEET

Instrument No: CCPIL0052-11

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

5. INDIRECT COSTS/PROVISIONAL RATE

N/A

6. AUDIT INFORMATION

The Village of Oak Park submitted an audit report conducted by the SIKICH, LLP for the year ending December 31, 2009. The audit report attests to Village of Oak Park practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

7. REPORTS AND DELIVERABLES

List of Deliverables:

1. Final Workplan and Logic Model: 60 calendar days
2. Updated comprehensive plan that incorporates the Collaborative's transit-oriented and affordable housing development analyses for the following communities: Oak Park, Forest Park, Bellwood and Maywood
3. Create an acquisition and predevelopment fund to support affordable housing.

Reports:

4. Bi-Annual Reporting.
5. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-33), FY11 HUD General Section (FR-5500-N-01) and 2 CFR 85.40.

8. SPECIAL CONDITIONS

N/A

U.S. Department of Housing and Urban Development
Office of Sustainable Housing And Communities

COOPERATIVE AGREEMENT PROVISIONS

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A. GENERAL

1. Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

2. Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

3. Definitions

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. "Grant Officer (GO)" means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. "Grantee" as used herein refers to the recipient of this cooperative agreement.
- h. "NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. "NOPI" means Notice of Public Interest
- j. "OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. "Publication" includes:
 - (1) Any document containing information for public consumption; or
 - (2) The act of, or any act which may result in, disclosing information to the public.
- l. "Recipient" Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

- (a) The recipient awards to an eligible sub-recipient; or
- (b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, § .210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

- n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § .210 of OMB Circular A-133 (2 CFR Part 180).
- o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.
- p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

B. PROGRAM REQUIREMENTS**1. Allowable Costs**

- a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

2. Administrative Requirements

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	24 CFR Part 84	http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc
Administrative Requirements for Grants	24 CFR Part 85	www.hud.gov/offices/lead/librar

and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments		y/lead/24_CFRPART_85.pdf
Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-102	http://www.whitehouse.gov/omb/circulars_a102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110 (Relocated to 2 CFR Part 215)	http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations; and	OMB Circular A-133 (Relocated to 2 CFR Part 180),	http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf

3. Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

4. Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the “Total Instrument Amount”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “Total HUD Amount”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount". However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount".

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "Recipient Amount" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

6. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

7. Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

9. Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

10. Closeout

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

11. Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

13. Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

14. Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

15. Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

16. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

17. Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

18. Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

19. Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "Total HUD Amount" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

21. Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

22. Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

23. Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

24. HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

25. HUD's SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

26. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

27. Indirect Costs

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

28. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

29. Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

30. Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

31. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

32. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

33. Management and Work Plan

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

34. Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

35. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

36. Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

37. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

38. Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

39. Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

40. Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

41. Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

42. Publications and News Releases and Social Media

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

43. Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

b) Bi-Annual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

44. Reproduction of Reports**BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

45. Review of Deliverables

a) Definition - For the purpose of this clause, "Deliverables" include:

- 1) All interim and final reports;
- 2) Survey instruments required by Work Plan, if applicable;
- 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
- 4) In-kind and leverage commitments, if applicable.

b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

46. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

47. Section 508 Compliance

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

49. Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

50. Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

51. Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Form HUD-924-City (2/2003)
(Esp. 06/01/2011)

Name and Address of Applicant: **The Village of Oak Park, IL**, on behalf of **West Cook County Housing Collaborative**
 123 Madison St.
 Oak Park, IL 60302-4272
 Subgrantee: **IFF, Administrator of TOD Fund**

Category	Detailed Description of Budget (for full grant period)			
<i>Position or Individual</i>				
Real Estate Service Project Manager	1,500	43.05	64,575	64,575
Real Estate Program Associate	750	22.63	17,188	17,188
Accounting Manager	105	41.21	4,327	4,327
Staff Accountant	250	29.54	7,385	7,385
Financial Manager	435	21.54	9,370	9,370
Finance Director	40	72.00	2,880	2,880
Total Direct Labor Cost			105,734	105,734
IFF Personnel	20.0%	105,734.45	21,447	21,447
Total Fringe Benefits Cost			21,447	21,447
Site Inspection	500	0.51	255	255
Construction Oversight	500	0.51	255	255
Subtotal - Trans - Local Private Vehicle			510	510
Subtotal - Transportation - Airfare			-	-
Site Inspection - Rental Car	10	50.00	500	500
Subtotal - Transportation - Other			500	500
Subtotal - Per Diem or Subsistence			-	-
Total Travel Cost			1,010	1,010
Total Equipment Cost			-	-
General Office Supplies	1	303	303	303
Publications and Printing	1	1,000	1,000	1,000
Subtotal - Consumable Supplies			1,303	1,303

Please specify budget for the collection of information in separate sections. Attach all schedules for personnel, including the line for reviewing instructions, including adding data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for multiple programs. HUD will use the information in the selection of applicants. Response to this request for information is required in order to receive the benefits to be derived. The information requested does not just need to be identifiable.

Grant Application Detailed Budget Worksheet

Grant Application Detailed Budget Worksheet		
Detailed Description of Budget		
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1 Personnel (Direct Labor)	195,734	1.4%
2 Fringe Benefits	21,147	0.3%
3 Travel	1,010	0.0%
4 Equipment		0.0%
5 Supplies and Materials	1,303	0.0%
6 Consultants		0.0%
7 Contracts and Sub-Grantees	25,200	0.3%
8 Construction		0.0%
9 Other Direct Costs	7,318,739	97.2%
10 Indirect Costs	85,985	0.5%
Total:	7,630,118	100.0%
HUD Share:	2,272,651	
Match:	5,257,467	231.3%

Grant Application Detailed Budget Worksheet												
Detailed Description of Budget												
3b. Transportation - Airfare (show destination)												
Washington, D.C. (2 ppl, 3 trips)	Trips	6	Fare	\$350.00	Estimated Cost	\$2,100	HUD Share		Applicant Match		Other HUD Funds	
						\$0						
						\$0						
						\$0						
						\$0						
						\$0						
Subtotal - Transportation - Airfare					Estimated Cost	\$2,100	HUD Share	\$2,100	Applicant Match	\$0	Other HUD Funds	\$0
3c. Transportation - Other												
Washington, D.C. (2 ppl, 3 trips, 3 nights each trip)	Quantity	18	Unit Cost	\$211.00	Estimated Cost	\$3,798	HUD Share		Applicant Match		Other HUD Funds	
						\$0						
						\$0						
						\$0						
						\$0						
						\$0						
Subtotal - Transportation - Other					Estimated Cost	\$3,798	HUD Share	\$3,798	Applicant Match	\$0	Other HUD Funds	\$0
3d. Per Diem or Subsistence (indicate location)												
Washington, D.C. Meals and Incidentals (first last day)	Days	12	Rate per Day	\$71.00	Estimated Cost	\$852	HUD Share		Applicant Match		Other HUD Funds	
Washington, D.C. Meals and Incidentals		12	\$63.25		\$639							
						\$0						
						\$0						
						\$0						
Subtotal - Per Diem or Subsistence					Estimated Cost	\$1,491	HUD Share	\$1,491	Applicant Match	\$0	Other HUD Funds	\$0
Total Travel Cost					Estimated Cost	\$7,389	HUD Share	\$7,389	Applicant Match	\$0	Other HUD Funds	\$0
4. Equipment (Only items over \$5,000 Depreciated value)												
	Quantity		Unit Cost		Estimated Cost							
						\$0						
						\$0						
						\$0						
						\$0						
Total Equipment Cost					Estimated Cost	\$0		\$0				\$0

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet												
Detailed Description of Budget												
8. Construction Costs	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
8a. Administrative and legal expenses			\$0									
			\$0									
			\$0									
			\$0									
Subtotal - Administrative and legal expenses			\$0									
8b. Land, structures, rights-of-way, appraisal, etc												
Subtotal - Land, structures, rights-of-way, ...												
8c. Relocation expenses and payments												
Subtotal - Relocation expenses and payments												
8d. Architectural and engineering fees												
Subtotal - Architectural and engineering fees												
8e. Other architectural and engineering fees												
Subtotal - Other architectural and engineering fees												

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet												
Detailed Description of Budget												
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
8f. Project Inspection fees			\$0									
			\$0									
Subtotal - Project Inspection fees			\$0									
8g. Site work			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Site work			\$0									
8h. Demolition and removal			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Demolition and removal			\$0									
8i. Construction			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Construction			\$0									
8j. Equipment			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Equipment			\$0									
8k. Contingencies			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Contingencies			\$0									
8l. Miscellaneous			\$0	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0									
Subtotal - Miscellaneous			\$0									
Total Construction Costs			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget		
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1 Personnel (Direct Labor)	\$ 55,518.68	1%
2 Fringe Benefits	\$ 19,986.48	0%
3 Travel	\$ 7,389.00	0%
4 Equipment	\$ -	0%
5 Supplies and Materials	\$ -	0%
6 Consultants	\$ -	0%
7 Contracts and Sub-Grants	\$ 8,686,205.00	99%
8 Construction	\$ -	0%
9 Other Direct Costs	\$ -	0%
10 Indirect Costs	\$ -	0%
Total:	\$ 8,779,099.16	100%
HUD Share:	\$ 2,916,272.00	
Match:	\$ 5,752,825.00	197%

Form HUD-424-CBW (2/2003)

EXHIBIT B

**AMENDED AND RESTATED
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

(ATTACHED)

AMENDED AND RESTATED INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amended and Restated Independent Contractor Services Agreement ("Agreement") is made as of the _____ day of _____ 2015, between the Village of Maywood ("Maywood"), an Illinois municipal corporation, and IFF Real Estate Services, LLC, an Illinois Limited Liability Company located at One North LaSalle St., Suite 700, Chicago, IL 60602 ("Contractor"), for the provision of services as the Inter-Jurisdictional Housing Coordinator, as noted below.

RECITALS

WHEREAS, Maywood, in collaboration with the other near west suburban communities of Bellwood, Berwyn, Forest Park and Oak Park (collectively, with Maywood, the "Member Communities"), and with technical and other assistance from Metropolitan Mayors Caucus ("MMC"), have previously created a West Cook County Housing Collaborative for the purpose of collaborating to address housing and housing-related issues in the West Cook County region and has been successful in obtaining grant funds for utilization by the Member Communities in furtherance of the housing and housing-related goals of the Member Communities; and

WHEREAS, Maywood and the Contractor entered into that certain Independent Contractor Services Agreement on or about July 2012 (the "Initial Agreement"); and

WHEREAS, certain grantors have awarded and will award certain Grants (the "Grants") to MMC and the Member Communities; and

WHEREAS, Maywood and the Contractor desire to have Contractor perform services as an Inter-Jurisdictional Housing Coordinator on behalf of Maywood and the Member Communities under the terms and conditions set forth below; and

WHEREAS, Contractor is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform all of the services required by this Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into this Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Agreement is in the best interests of Maywood and the best interests of the Member Communities.

NOW, THEREFORE, in consideration of the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, Maywood and Contractor amend and restate the Initial Agreement as follows:

SECTION 1 (Contract Documents): The services to be performed by this Agreement will be governed by this Agreement and any Grant Agreements entered into connection with the Grants.

SECTION 2 (TERM): This Agreement shall be effective on the date that the last signatory signs the Agreement (the "Effective Date"). If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety. Subject to earlier termination pursuant to the termination provision (Section 6), this Agreement shall terminate no later than

11:59 p.m. on July 15, 2018 or when funding for the position from the Grants are exhausted, whichever comes first.

SECTION 3 (RESPONSIBILITIES OF CONTRACTOR): Contractor shall act as the Inter-Jurisdictional Housing Coordinator on behalf of Maywood, the Member Communities, and MMC as fiscal agent, in developing and aligning the plans, policies, goals, programs, and resources of the Member Communities, in obtaining housing-related grant funding from Cook County, the State of Illinois, and other sources, and in planning for, facilitating and coordinating the optimal use of such funding within the Member Communities.

In furtherance of the foregoing, Contractor shall perform the following "Services" including, but not limited to, the following:

- (a) Work in concert with and at the direction of Maywood and the Member Communities as set forth herein to create and implement common short and long-term goals in utilizing grant funding from Cook County, the State of Illinois, and other sources for the benefit of and use by the Member Communities.
- (b) Create efficiencies in communication with Cook County, the State of Illinois and the Federal Government by acting as the main point of contact for the Member Communities regarding application for housing funds for use in the Member Communities, and to ensure consistent interpretation and implementation of grant fund-related requirements.
- (c) Facilitate joint planning, meetings, programs and decision-making among the Member Communities related to obtaining and using grant funds.
- (d) Explore incentives that will encourage local and regional developers to work within priority areas within and approved by the Member Communities.
- (e) Facilitate and coordinate a variety of activities related to vacant and foreclosed properties and optimal use of grant funds in the Member Communities, including land banking, acquisition, rehabilitation, marketing and resale of foreclosed or other distressed properties in the Member Communities.
- (f) Identify supportive housing opportunities in new homes created through use of grant funds.
- (g) Monitor the allocation of grant funds to ensure that they are being directed to target areas identified by the Member Communities.
- (h) Work with the Member Communities and the MMC to assist in the determination of the overall strategic direction and policy goals of the West Cook County Housing Collaboration in its operation and of any multi-year planning objectives.
- (i) Act as a resource for the Member Communities relative to data and best practices associated with housing issues.
- (j) Assemble and coordinate joint employer outreach programs to facilitate employer-assisted housing and engage area employers.
- (k) Complete a long-term needs assessment and action plan relative to local capacity, demand and opportunities for increasing affordable housing opportunities within the Member Communities.
- (l) Create a long-term fundraising plan for the inter-jurisdictional efforts of the Member Communities, including identifying funding sources at all levels and a plan to leverage other public and private resources to supplement existing funds.
- (m) Help position the Member Communities to apply for additional resources and funding.

- (n) Propose policies and procedures to streamline inter-jurisdictional coordination among the Member Communities.
- (o) Endeavor to sustain and develop the Member Communities collaboration with MMC, facilitating both organizations' technical assistance and staff support, and acquiring, reviewing, and implementing new information from MMC that would benefit the work of the Contractor.
- (p) Use best efforts to perform the services and other duties and responsibilities in a diligent and timely manner.
- (q) Refrain from any acts that might injure the reputation of the Member Communities. Notwithstanding the foregoing, Contractor, in its regular course of business unrelated to services contemplated under this Agreement, may undertake activities of benefit to member communities and such activities will not be precluded.
- (r) Refrain from any acts that benefit the interests of one or fewer than all Member Communities to the detriment of the other Member Communities, recognizing, however, that there may be circumstances where the Contractor assists one or more of the Member Communities with certain opportunities that are not available to other Member Communities for reasons such as demographics or other eligibility criteria.
- (s) Act in conformance with the requirements of the agreements evidencing the Grants through which funding for the position is being provided, including maintaining complete and identifiable records of all matters relating to Consultant's activities under this Agreement and providing such other reports as are necessary to document that the services provided comply with the terms of the Grants.

SECTION 4 (STEERING COMMITTEE):

a. The Member Communities have created a Steering Committee consisting of two (2) representatives from each Member Community. Maywood's Director of Community Development shall act as chairperson of the Steering Committee and principal liaison between the Contractor and the Committee.

b. Oversight. The Steering Committee, or its designee, shall have oversight over the actions of Consultant pursuant to this Agreement. With respect thereto, the Steering Committee shall:

1. Ensure that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations and (b) the terms of this Agreement and of any Grant Agreements entered into in connection with the Grants. Consultant covenants that, promptly upon receipt thereof, Consultant shall notify the Steering Committee of any notice of default, deficiency or other material event with respect to the project that Consultant may receive from any applicable federal, state or local governmental entity or any entity that is a source of funds for projects or a Consultant Funding Source.
2. Meet with Consultant and MMC periodically (but no less than once per quarter) to review the status of any projects, to coordinate the parties' efforts in furthering the goals of any projects, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee or its designee to determine the initiatives that the Consultant will undertake.

3. Meet and/or communicate with Consultant periodically (but no less than once per quarter) to evaluate the status of any projects and Consultant's performance with respect thereto.

c. Major Decisions. Notwithstanding the terms of this Agreement, Consultant shall not make any major decisions or take any of the following actions without the prior written approval of the Steering Committee:

1. Applying for funding from sources not previously identified by the Steering Committee.
2. Expend any funds obtained.
3. Taking of any legal action by or on behalf of the Member Communities.

The Steering Committee will act on requests of the Consultant during its quarterly meetings, during a special meeting agreed upon by the Consultant and the Special Committee, or by the unanimous written consent of the Special Committee.

d. Reporting. The Contractor shall report on the status of its work to Maywood's Director of Community Development at least once a month, but shall also communicate openly with the members of the Steering Committee as requested.

SECTION 5 (COMPENSATION; HOURS): In exchange for performing the Services and other duties and responsibilities set forth in this Agreement, the parties Agree as follows:

a. The Contractor shall provide the services at the following rates:

Vice President	\$150 per hour
Director	\$150 per hour
Project Manager	\$125 per hour
Construction Manager	\$125 per hour
Manager of Closing and Escrow Services	\$125 per hour
Project Associate	\$100 per hour

These rates will apply to any additional services performed by written addendum to this contract.

b. The contractor will be reimbursed for any actually incurred, reasonable charges for the following reimbursable expenses:

1. Production costs – Contractor will pass on the entire cost of producing any bound reports as requested by any member of the Committee (Contractor will retain one bound copy, one unbound copy, and one PDF version of the report).
2. CoStar – This is a subscription-based property listing service. Contractor passes on a base charge of \$250 if the project involves a market scan, financial feasibility, or valuation activities. Contractor shall make arrangements with CoStar for its subscription access to be made available to Maywood at no extra charge.

3. AIA – This is a subscription-based service for industry approved architectural and general contractor contracts. If such a document is needed for the project, Contractor passes on the cost for generating these documents which is a \$1.23 per printed page.
4. Travel-related costs such as parking, cab fare and mileage.
5. The work of other professionals who may be employed in connection with the project. Contractor will seek authorization from Maywood prior to employing any such professionals.

c. The Contractor will submit monthly invoices detailing the services provided by each of its staff members, their hourly rate and all reimbursable expenses with receipts to the Village of Maywood. The Village of Maywood will distribute the Contractor's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within seven (7) days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Contractor's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grants, will be responsible for paying the Contractor. Contractor acknowledges and understands that under no circumstances will any payment of Grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the Grant funds and fiscal agent for the Grants.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grants. In the event the Grants are not disbursed or are exhausted, this Agreement shall become null and void.

The Contractor understands that the Grants will be disbursed on a quarterly basis and that not all the funds may be immediately available. Therefore, if Contractor performs work in excess of the quarterly disbursement allocated to this project, there may be a delay in the payment of Contractor's invoices until the Grants are released.

d. The total amount of compensation paid under this Agreement shall not exceed the Grant amounts. It shall be the Contractor's responsibility to monitor its invoices and the work being performed to ensure that it does not exceed the Grant award amounts.

e. Prior to undertaking the services, the Contractor shall submit a Project Budget to the Steering Committee for approval. The Budget will demonstrate the services to be provided and the timeline for completion of the services.

SECTION 6 (AMENDMENT): This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Maywood's Village Manager.

SECTION 7 (TERMINATION): This Agreement shall be terminated as follows:

- (a) At 11:59 p.m. on July 15, 2018 or upon the exhaustion of funding under the Grants, whichever comes first. In the event that notification is given to Maywood that funding or continued funding from the Grants will not be received or made available, this Agreement shall immediately terminate and become null and void;
- (b) By either party at any time, upon written notice to the other party of the desire to terminate the Agreement provided that Contractor shall be compensated for all services provided up to the termination date; or
- (c) Upon written notice from Maywood, that the majority of the Committee finds that Contractor has failed, refused or is unable to perform the Services and other duties and responsibilities of the position. Provided, however, that Contractor shall have 30 days after such written notification to remedy any such alleged failure to perform. The Contractor and Maywood agree such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

Any extension of this Agreement is subject to: (1) the availability of funds from the Grant or additional grant funds; and (2) the mutual agreement of the parties as set forth in writing.

Upon termination, Maywood shall not be liable, nor shall the Contractor be liable to perform any services or expenses incurred after the receipt of notice of termination.

Termination by either party, with or without cause, shall not under any circumstances result in any severance pay to Contractor, other than payment for any verified work that is or has been submitted for payment in accordance with this Agreement.

SECTION 8 (INDEPENDENT CONTRACTOR): Maywood retains Contractor only for the purposes and to the extent set forth in this Agreement, and Contractor's relation to Maywood shall, during the term of this Agreement and period of performance of the Services hereunder, be that of an independent contractor. Contractor shall be free to dispose of such portion of Contractor's entire time, energy and skill during other than regular business hours when Contractor is not obligated to devote time and services to his or her duties hereunder, in such manner as Contractor sees fit and to such persons, firms or corporations as Contractor deems advisable. It is acknowledged that at all times Contractor is separate and independent from Maywood and that Contractor will utilize a high level of skill necessary to perform the work assigned to him or her under this Agreement.

Contractor shall not be considered as having an employee status, nor shall Maywood withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any employee plans, arrangements or distributions by Maywood pertaining to or in connection with any pension or retirement plans, nor shall Contractor be eligible for any other benefits available for the regular employees of Maywood, such as health insurance, vacation time, compensatory time or sick leave. As an independent contractor, Contractor acknowledges and understands that it is his or her sole and exclusive responsibility to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his or her profession. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax, to be paid by the Contractor according to law. As an independent contractor, Contractor agrees that he or she is ineligible to file a claim for unemployment

compensation benefits or for workers compensation benefits against Maywood and agrees not to file such any claims in the event this Agreement is terminated or if he or she is hurt performing any work or services under this Agreement. Contractor agrees to assume all risk of death, illness and injury relative to performing any work or services under this Agreement. Contractor is an independent contractor and not Maywood's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). Contractor is not authorized to enter into contracts or agreements on behalf of Maywood. Nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

SECTION 9 (SUBCONTRACTING): The rights and duties of the Contractor are personal and may not be subcontracted or assigned.

SECTION 10 (INDEMNIFICATION; WAIVER OF CLAIMS): As a material inducement for Maywood to enter into this Agreement, Contractor agrees to defend, indemnify, protect and hold harmless Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees ("Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the acts of Contractor while performing the Services or work covered by this Agreement, or the intentional or negligent acts or omissions of Contractor, its officers, agents, or employees, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or Member Community's willful or wanton acts or omissions.

Contractor agrees to waive and relinquish any and all claims, actions, suits, damages, costs, expenses and liabilities that it may have against Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, arising out of, connected with, or in any way associated with this Agreement or any matters of any kind covered by the Agreement, Contractor's status as an independent contractor, or from the termination of this Agreement by Maywood and/or the other Member Communities, except to the extent those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or the other Member Communities failure to perform its/their obligations under the Agreement. Contractor agrees to waive its right, if any, to seek punitive damages against Maywood or any of the Member Communities arising out of any acts or omissions of Maywood or the Member Communities or their Affiliates.

SECTION 11 (OWNERSHIP & DISCLOSURE): All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by Contractor under this Agreement shall be for the sole and exclusive use of Maywood and Member Communities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, trademark, service mark, or patent right of any kind by Contractor without the express written consent of Maywood and Member Communities.

Maywood and Member Communities shall have unrestricted authority to publish, disclose, distribute and otherwise use any such materials produced by Contractor under this Agreement, either by choice or as required to be disclosed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended ("FOIA"), Contractor and Maywood acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and photocopying by the public if requested pursuant to a FOIA request.

SECTION 12 (NOTICES): All notices, demands, or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by certified United States Mail, return receipt requested and first class postage prepaid, or (d) email or facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

Contractor:

IFF Real Estate Services

Kate Ansorge
Director of Housing Development
1 N LaSalle Street, Suite 700
Chicago, IL 60602
Phone: 312-596-5129
E-mail: kansorge@iff.org
www.IFF.org

Village of Maywood:

Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
E-mail: wbarlow@maywood-il.org

With a copy to:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
E-mail: mamarrs@ktjlaw.com

SECTION 13 (VENUE AND APPLICABLE LAW): The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the United States District (Chicago) Court or Circuit Court of Cook County, Illinois. Contractor and Maywood agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

SECTION 14 (CONFLICTS OF INTEREST): The Contractor warrants that there is no conflict of interest between the Contractor's other engagements, if any, or other contracts, if any, and the activities to be performed hereunder. The Contractor shall advise Maywood immediately if a conflict of interest arises in the future.

SECTION 15 (ADMISSIBILITY): The parties agree that this Agreement shall be admissible in evidence in any action in which any of the terms of this Agreement are sought to be enforced.

SECTION 16 (ATTORNEY REVIEW): Contractor acknowledges that it fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that it had an opportunity to be represented by an attorney of his or her own choosing during the negotiation of this Agreement,

and that it executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

SECTION 17 (COMPLETE AGREEMENT): This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Contractor acknowledges that it is entering into this Agreement solely on the basis of the written representations contained herein. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by Contractor and Maywood.

SECTION 18 (SEVERABILITY): If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

SECTION 19 (HEADINGS): All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

IN WITNESS WHEREOF, Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Agreement to be executed by Maywood's Village President and attested by the Village Clerk, and Contractor has voluntarily executed the Agreement (and his or her signature attested), on the dates set forth below:

IFF REAL ESTATE SERVICES, LLC:

VILLAGE OF MAYWOOD:

By: _____
(signature)

By: _____
(signature)

(typed or printed name)

Edwenna Perkins
(typed or printed name)

Title: _____

Title: **Mayor**

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
(signature)

By: _____
(signature)

(typed or printed name)

Title: **Village Clerk**
(typed or printed name)

Date: _____

Date: _____

