1. CALL TO ORDER

10:15 AM meeting was called to order by Vice Chair Sam Tornatore at 10:15 AM.

2. ROLL CALL

PRESENT: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

3. PUBLIC COMMENT

No public comments were presented at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

Vice Chair Sam Tornatore stated that he will be Acting Chair as Chair Greg Hart has a business conflict and is out of town.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Aug 21, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

6. COMMUNITY SERVICES - MARY KEATING

CS Requests That Also Require Finance And/Or County Board Approval

A. FI-R-0395-18 RESOLUTION -- Acceptance And Appropriation of the HUD Homeless Management Information System Grant PY19 Agreement No. IL0306L5T141710, Company 5000 Accounting Unit 1480, $154,556
B. HHS-P-0236-18 Recommendation for the approval of a contract purchase order to Pace Suburban Bus, to provide transportation services for approved DuPage County veterans. This contract covers the period of October 1, 2018 through September 30, 2019 through RIDE DU PAGE for DuPage County Human Services and Veterans Assistance Commission, for a contract total amount not to exceed $45,561.00, per Intergovernmental Agreement.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

CDC Requests That Also Require Finance And/Or County Board Approval

HHS-R-0396-18 RESOLUTION -- Recommendation for Approval of a HOME Investment Partnerships Program (HOME) Agreement with DuPage Homeownership Center dba HOME DuPage, Project Number HM17-03 – DuPage Homestead Program - in the Amount of $107,514.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

8. DUPAGE CARE CENTER - JANELLE CHADWICK
DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

HHS-P-0237-18 Recommendation for the approval of a contract purchase order to Kronos, Incorporated, for Software Support Services and Knowledge Pass (educational services subscription) for the Kronos Automated Time and Attendance System for the DuPage Care Center, for the period September 28, 2018 through September 27, 2019, for a contract total not to exceed $28,187.44, per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Mary Keating, Director of Community Services, answered questions related to the travel for the mediation training, stating the training correlates to her budget presentation to create an Elder/Family Mediation Program within Community Services. As of July 1, 2018, the Adult Protective Services (APS) unit began handling self-neglect calls, resulting in a 25 percent increase in the caseload. Exploring resources within the department to assist the increased caseload in APS, Ms. Keating stated it is important to start utilizing the expertise of the Family Center to support the APS unit. Ms. Keating added that although it is unusual to request County funds for the department’s travel (95 percent of Community Services’ travel is grant funded), this is invaluable training for the Family Center management staff. Ms. Keating concluded that in the spring of 2017, she prepared a comprehensive analysis of the Community Services travel covering a two-year period, indicating which travel was attached to certification and which to grants, and added explanations for the travels and submitted the report to County Board Member Jim Zay.

Items 9.A. through 9.E. were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

A. Authorization for Overnight Travel -- Community Development Administrator to attend the Illinois Association of Community Action Agencies (IACAA) Weatherization Roundtable, which will address implementation questions and identify best practices for the additional grant funding being added to the program. Training will be held in Springfield, Illinois from September 12, 2018 through September 13, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $390.00. WEX grant funded 5000-1400.

B. Authorization for Overnight Travel -- Community Services Weatherization Program Assessor to attend a series of ten courses and exam to obtain a Weatherization Certification in Champaign, Illinois, various dates from September 10, 2018 through January 25, 2019. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for an approximate total not to exceed $6,742.00. WEX grant funded 5000-1400.

C. Authorization for Overnight Travel -- Community Development Coordinator to attend the Weatherization Roundtable. Expenses to include lodging, transportation, miscellaneous expenses (parking, mileage, etc.), for approximate total $384.50. WEX grant funded 5000-1400.

D. Authorization for Overnight Travel -- Family Center Administrator to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), reference materials, and per diem for approximate total of $1,595.00. County general fund 1000-1750

E. Authorization for Overnight Travel -- Family Center Program Manager to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, reference materials, and per diem for approximate total of $1,345.00. County general fund 1000-1750

10. INFORMATIONAL ITEMS

Grant Proposal Notifications -- GPN & Report #043-18 - Aging Case Coordination Unit Fund PY19 - Community Services - $5,417,198
RESULT: ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

11. RESIDENCY WAIVERS - JANELLE CHADWICK

Out of County Residency Waiver

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating supported her earlier claim regarding the 25% increase to the Adult Protective Services calls, stating in July, APS handled 56 calls for abuse and neglect, and 16 calls for self-neglect; in August there were 47 abuse & neglect calls and 14 self-neglect calls. Ms. Keating explained that self-neglect cases primarily involve hoarding, but may include unsafe conditions or individuals that can no longer take care of themselves properly.

Ms. Keating reminded the committee that the Community Development Commission and Home Advisory Group are meeting at 11:30 a.m. in room 3500B.

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Illinois Department of Public Health (IDPH) visited the facility August 28 through September 1. The Centers for Medicare and Medicaid Services (CMS) changed the rules making the new survey process much more thorough and more interview related. Ms. Chadwick felt the Care Center was significantly more prepared for the survey this year over last.

Ms. Chadwick did have some concerns with the process of the IDPH survey and discussed the medication observation paths with the local director of IDPH. Ms. Chadwick also expressed her concerns that due to the size of the DuPage Care Center, and the percentage of the residents that were monitored, the calibration component did not accurately reflect the results. Ms. Chadwick was told the results were the average number of the concerns monitored and the Care Center actually performed very well.

14. HEALTH DEPARTMENT UPDATE - KAREN AYALA
Dennis Brennan from the DuPage County Health Department, stated the HOPE TaskForce has two projects kicking off in September. The first project is the Substance Abuse Treatment Navigation, which will launch on September 17. Additionally, the Specialty Court for first time offenders, which was Judge Guerin’s idea, will also be launched this month; the exact date was not available. The DuPage County Board contributed $50,000 towards each initiative.

The Health Department received a call on August 25 regarding Sterigenics, an industrial building in a residential area of Willowbrook, which sterilizes medical equipment used in surgery. The company is accused of emitting ethylene oxide into the environment above the amount allowed by the EPA. Although the Health Department has no authority, they coordinated the pertinent agencies, including the Center for Disease Control (CDC), the Illinois EPA, and the Illinois Department of Public Health. A report was issued and put on the Illinois EPA and the Village of Willowbrook websites. There were two bills introduced by State Senator Curran and State Representative Durkin to stop any company from operating if involved in the dispute.

Addressing the HOPE TaskForce, Member Grant stated she attended a Public Safety Town Hall meeting where questions were asked by educational professionals if anything is being done on education in the schools regarding the dangers of opioid use. Ms. Grant stated the County officials in attendance did not have adequate answers. Mr. Brennan replied that the Health Department has two initiatives concerning how to get the education piece into the schools but does not have a current contract with the Robert Crown Center, the leader in health education for students. Chris Walton, County Board staff, stated Robert Crown repackaged their curriculum, which had been too labor intensive, and presented to the TaskForce, a more modular system that allows teachers to pick and choose what compliments their current curriculum. The TaskForce currently is letting the schools determine their own best path; instead focusing their resources on recovery, treatment, and economic growth for individuals that are opioid dependent.

15. OLD BUSINESS

16. NEW BUSINESS

Member Chaplin asked the committee to support a countywide ban on the chemical, ethylene oxide. Discussion arose. Acting Chair Tornatore recommended they gather more information on the chemical, the cancers allegedly involved, and the proposed legislation by State Senator Curran and State Representative Durkin.

17. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:37 AM.
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Greg Hart at 10:16 AM.

2. ROLL CALL

PRESENT: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
ABSENT:

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT - CHAIR HART

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Aug 7, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

6. COMMUNITY SERVICES - MARY KEATING

A. CS Requests That Also Require Finance And/Or County Board Approval

1. FI-R-0383-18 RESOLUTION -- Acceptance & Appropriation of the Illinois Home Weatherization Assistance Program HHS Grant FY19 Inter-Governmental Agreement No. 18-221028 Company 5000-Accounting Unit 1430 - $776,198.00
RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

2. FI-R-0384-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Home Weatherization Assistance Program DOE Grant FY19 Inter-Governmental Agreement No. 17-402028 Company 5000 - Accounting Unit 1400 $349,912.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

3. HHS-R-0385-18 RESOLUTION -- Recommendation for approval of an Agreement between the County of DuPage and the Veterans Assistance Commission of DuPage County

Steve Fixler, Superintendent of the Veterans Assistance Commission (VAC), answered questions related to the two new items added to the Intergovernmental Agreement (IGA) between DuPage County and the VAC. Item 1.12, provision of the VAC to pay burial expenses for qualifying veterans and item 2.4., which allows VAC employees access to the free trainings provided by DuPage County, have always been part of services provided, are now specified in the IGA. Although the VAC’s attorney approved the IGA, committee member, Bob Larsen asked that the additions to the IGA be reviewed by the States Attorney's office. Mary Keating, Director of Community Services, stated she would have the IGA approved by the States Attorney before the County Board meeting on August 28.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

7. DUPAGE CARE CENTER - JANELLE CHADWICK
A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. HHS-P-0227-18 Recommendation for the approval of a contract purchase order to Lakeshore Dairy, Inc., for the purchase of fluid dairy, for the DuPage Care Center and Cafe and Cafe's located at the JTK Administration Building and the Judicial Office Facility, for the period September 1, 2018 through August 31, 2019, for a contract total not to exceed $59,926.88, per lowest responsive bid #18-124-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

2. FM-P-0228-18 Recommendation for the approval of contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract not to exceed $464,000.00 (Facilities Management portion is $355,000.00 and the DuPage Care Center’s portion is $109,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

3. FM-P-0229-18 Recommendation for the approval of a contract purchase order to the City of Wheaton, for water utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $657,000. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility (Facilities Management portion is $530,000 and the DuPage Care Center’s portion is $127,000)

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
B. DuPage Care Center Requests for Parent Committee Final Approval

1. 2018-199 Recommendation for the approval of a contract purchase order to ARxIUM Inc., for maintenance and support for the FastPak Elite medication dispensing machine, for the DuPage Care Center, for the period September 1, 2018 through August 31, 2019, for a total contract amount not to exceed $11,216.70, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - sole source (maintenance/support for medication dispensing machine)

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Sam Tornatore, Vice Chair
   SECONDER: Elizabeth Chaplin, District 2
   AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

2. Change Order -- Amendment to County Contract 2807-0001 SERV, issued to Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing, for rental of respiratory care equipment, for the DuPage Care Center, for the period October 22, 2017 through October 21, 2018, to increase encumbrance in the amount of $6,500.00, resulting in an amended contract total amount not to exceed $20,660.00, an increase of 45.90%.

   Janelle Chadwick, Administrator of the DuPage Care Center, answered questions regarding the increase. Ms. Chadwick stated the Care Center has the budget for the services but needs to change the contract to accommodate the five additional residents that are on BIPAP CPAP, Bilevel Positive Airway Pressure and Continuous Positive Airway Pressure.

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Elizabeth Chaplin, District 2
   SECONDER: Sam Tornatore, Vice Chair
   AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

8. BUDGET TRANSFERS
   Items 8.A. and 8.B. were combined and approved.

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Sam Tornatore, Vice Chair
   SECONDER: Robert L Larsen, District 6
   AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

A. Budget Transfers -- DuPage Care Center - To transfer funds to allow payments for QS/1 maintenance, clinical updates, price updates and CareVoyant for the Pharmacy Department; new hire physicals for Dining Services and CDM Electrical Engineering Services for domestic water heater replacement project - $32,231.00
B. Budget Transfers -- Community Services - Homeless Management Information System (HMIS) grant - To move grant funds to cover payout of benefit payments and to cover conference expenses that will be paid differently than originally budgeted - $9,996.00

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Mary Keating answered questions regarding the travel requests, confirming that the travel is grant funded and the ROMA and APS trainings are required for staff certification. Ms. Keating added that the National Association for County Community and Economic Development (NACCED) training is the only opportunity to get training from a County perspective on the management of the Community Development Block Grant (CDBG) and HOME Affordable Housing, and to meet with representatives from HUD’s Washington D.C. headquarters. Having four staff attend the conference will provide coverage to three different educational tracks.

Ms. Keating explained the breakdown of the expenditure of CDBG funds and the intricacies of managing funds at the county level, stating DuPage County oversees their CDBG program and funds projects to municipalities based on how they rank. The County's involvement with projects helps to develop cooperative working relationships with municipalities, while some counties may choose to disperse the funds to municipalities based on a per capita basis, leaving them to find eligible projects, control the funds, and meet compliance.

Items 9.A. through 9.I. were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

A. Authorization for Overnight Travel -- Community Services Administrator to attend the Results Oriented Management and Accountability (R.O.M.A.) in-service training to maintain the Community Service Block Grant (CSBG) trainer credentials, in Springfield, Illinois from September 11, 2018 through September 12, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $382.00. CSBG grant funded 5000-1650

B. Authorization for Overnight Travel -- Community Services Director to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,048.00. Community Development Block Grant (CDBG) funded.

C. Authorization for Overnight Travel -- Community Development Administrator to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.
D. Authorization for Overnight Travel -- Community Development Manager to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.

E. Authorization for Overnight Travel -- Community Development Senior CD Specialist to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.

F. Authorization for Overnight Travel -- Community Services Manager to attend the Results Oriented Management and Accountability (ROMA) In-Service Training and the Adult Protective Services (APS) Phase II Training in Springfield, Illinois from September 11, 2018 through September 13, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $400.50. CSBG grant funded 5000-1650.

G. Authorization for Overnight Travel -- Community Services Manager to attend the Adult Protective Services (APS) Phase III Training in Springfield, Illinois from October 24, 2018 through October 26, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $359.25. CSBG grant funded 5000-1650.

H. Authorization for Overnight Travel -- Community Services Senior Services Information & Referral Coordinator to attend the Adult Protective Services (APS) Phase II Training in Springfield, Illinois from September 12, 2018 through September 13, 2018. Expenses to include lodging and per diem for approximate total of $180.25. Senior Services grant funded 5000-1720.

I. Authorization for Overnight Travel -- Community Services Senior Services Information & Referral Coordinator to attend the Adult Protective Services (APS) Phase III Training in Springfield, Illinois from October 24, 2018 through October 26, 2018. Expenses to include lodging and per diem for approximate total of $350.50. Senior Services grant funded 5000-1720.

10. CONSENT ITEMS

Consent Item -- Extend Weatherproofing Technologies, Inc. through November 30, 2018. (2759-001 SERV)
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

11. INFORMATIONAL ITEMS
12. RESIDENCY WAIVERS - JANELLE CHADWICK
13. COMMUNITY SERVICES UPDATE - MARY KEATING
14. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
15. OLD BUSINESS
16. NEW BUSINESS
County Board staff requested a permanent section be added to the Health and Human Services agenda to include DuPage County Health Department updates.
17. ADJOURNMENT
There being no further business, the meeting was adjourned at 10:32 AM.
Resolution
FI-R-0395-18

ACCEPTANCE AND APPROPRIATION OF THE
HUD HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY19
AGREEMENT NO. IL0306L5T141710
COMPANY 5000 ACCOUNTING UNIT 1480
$154,556

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of $154,556 (ONE HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) are available to be used to fund costs associated with maintaining the “C.R.I.S” program for the Homeless Management Information System; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. IL0306L5T141710 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. IL0306L5T141710 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $154,556 (ONE HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) be made to establish the HUD Homeless Management Information System Grant PY19, Company 5000 Accounting Unit 1480, for period September 1, 2018 through August 31, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0395-18

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
ADDITIONAL APPROPRIATION TO ESTABLISH
THE HUD HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY19
AGREEMENT NO. IL0306L5T141710
COMPANY 5000 ACCOUNTING UNIT 1480
$154,556

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TOTAL ANTICIPATED REVENUE $154,556

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TOTAL ADDITIONAL APPROPRIATION $154,556
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.

2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.

3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD’s total funding obligation for this grant is $154,556 for project number IL0306LST141710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

   a. Continuum of Care planning activities
   b. UFA costs
   c. Acquisition
   d. Rehabilitation
   e. New construction
   f. Leasing
   g. Rental assistance
   h. Supportive services
   i. Operating costs
   j. Homeless Management Information System
   k. Administrative costs
   l. Relocation costs
   m. HPC homelessness prevention activities:
      Housing relocation and stabilization services
      Short-term and medium-term rental assistance

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$10,104
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$______
4. The performance period for the project begins 09/01/2018 and ends 08/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient’s federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.

6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:

(Signature)

Ray E. Willis, Director
(Typed Name and Title)

3/26/2018
(Date)

RECIPIENT
DuPage County Community Services
(Name of Organization)

BY:

(Signature of Authorized Official)

DIRECTOR OF COMMUNITY SERVICES
(Typed Name and Title of Authorized Official)

7/9/18
(Date)
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<table>
<thead>
<tr>
<th>Grant No.</th>
<th>Recipient Name</th>
<th>Indirect cost rate</th>
<th>Cost Base</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>
INTERGOVERNMENTAL AGREEMENT BETWEEN
DU PAGE COUNTY AND PACE SUBURBAN BUS SERVICES FOR
PARA-TRANSIT SERVICES TO VETERANS
(CONTRACT TOTAL AMOUNT:   $45,561.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Pace Suburban Bus Company, to provide County sponsored transportation services through RIDE DUPAGE, approved through DuPage County Human Services and the Veterans Assistance Commission, for the period October 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide transportation service for approved DuPage County Veterans for the period October 1, 2018 through September 30, 2019 through RIDE DUPAGE for DuPage County Human Services and the Veterans Assistance Commission, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PACE Suburban Bus Company, 550 West Algonquin Road, Arlington Heights, Illinois 60005 for a contract total of $45,561.00, per Intergovernmental Agreement.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Elizabeth Chaplin, District 2
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<td>August 23, 2018</td>
<td>10/1/18 - 9/30/19</td>
<td>$45,561</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

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<thead>
<tr>
<th>Name</th>
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<tr>
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</tr>
<tr>
<td>Steven Fixler</td>
<td>Completed</td>
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<tr>
<td>Mary Keating</td>
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<td>Paul Rafac</td>
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<tr>
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<td>Completed</td>
<td>09/11/2018 8:00 AM</td>
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<tr>
<td>County Board</td>
<td>Completed</td>
<td>09/11/2018 10:00 AM</td>
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</table>
### Purchase Requisition

**Procurement Services Division**

**Date:** Aug 22, 2018  
**MinuteTraq (IQM2) ID #:** 13354  
**Department Req #:**  
**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: PAC Suburban Bus Company</th>
<th>Vendor #: 11831</th>
<th>Dept: Veterans Assistance Commission</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn: Steven Fixler</td>
<td>Email: <a href="mailto:steven.fixler@dupageco.org">steven.fixler@dupageco.org</a></td>
</tr>
<tr>
<td>City: Arlington Heights</td>
<td>State: IL</td>
<td>Zip: 60006-4412</td>
<td></td>
</tr>
<tr>
<td>Phone: 847-364-8130</td>
<td>Fax:</td>
<td>Phone: 630-407-5655</td>
<td>Fax: 630-407-5656</td>
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**Send Invoices To:**

<table>
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<tr>
<th>Vendor:</th>
<th>Vendor #: 11831</th>
<th>Dept: Veterans Assistance Commission</th>
<th>Division:</th>
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</thead>
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<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn: Steven Fixler</td>
<td>Email: <a href="mailto:steven.fixler@dupageco.org">steven.fixler@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 Country Farm Rd.</td>
<td>Room:</td>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Phone: 630-407-5655</td>
<td>Fax: 630-407-5656</td>
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**Send Payments To:**

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<th>Vendor #: 11831</th>
<th>Dept: Veterans Assistance Commission</th>
<th>Division:</th>
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<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn: Steven Fixler</td>
<td>Email: <a href="mailto:steven.fixler@dupageco.org">steven.fixler@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Phone: 630-407-5655</td>
<td>Fax: 630-407-5656</td>
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**Ship To:**

<table>
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<tr>
<th>Dept: Veterans Assistance Commission</th>
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<tbody>
<tr>
<td>Attn: Steven Fixler</td>
<td>Email: <a href="mailto:steven.fixler@dupageco.org">steven.fixler@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
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**Payment Terms**

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<td>PO25 only</td>
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<tr>
<td>Contract Start Date</td>
<td>Contract End Date</td>
<td>Use for</td>
</tr>
<tr>
<td>PO25 only</td>
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**Use for**

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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</tbody>
</table>

**Requisition Total** $ 45,561

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Date: Aug 22, 2018
MinuteTraq (IQM2) ID #: 13354
Department Requisition #: 

Requesting Department: Veterans Assistance Commission
Contact Email: steven.fixler@dupageco.org
Vendor Name: PACE Suburban Bus Company

Department Contact: Steven Fixler
Contact Phone: 630-407-5655
Vendor #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Request that our FY'19 PACE contract for the Ride DuPage be approved for $45,561.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This contract with PACE will assist the Veterans of DuPage County with transportation to and from the Veteran's house and either VA Hines Hospital or the VA Clinic in North Aurora or Hoffman Estates.

Strategic Impact
Customer Service Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This is considered customer service.

Source Selection/Vetting Information - Describe method used to select source.

It's the only available option here in DuPage County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

There are no other options.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

These funds come out of Line Item #53827 which is part of our budget and the General Fund.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VETERANS
ASSISTANCE COMMISSION OF DUPAGE COUNTY AND
PACE, THE SUBURBAN BUS DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY,
FOR PARATRANSIT LOCAL SHARE SERVICES

This AGREEMENT is entered into this ____ day of September, 2018, between the
Veterans Assistance Commission of DuPage County, Illinois, (hereinafter referred to as “VAC”),
with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban
Bus Division of the Regional Transportation Authority, a municipal corporation, with offices
located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to
as “PACE”).

RECITALS

WHEREAS, PACE, the Suburban Bus Division of the Regional Transportation
Authority, is established by Sections 1.04 and 3A.01 of the Regional Transportation Authority
Act (70 ILCS 3615/1.04 and 3A.01) for the purpose of aiding and assisting public transportation
in the six-county Northeastern Illinois area; and

WHEREAS, the VAC is a local governmental unit established under the Military
Veterans Assistance Act (330 ILCS 45/0.01 et seq. (West 2005)) for the purposes of assisting
and administering aid to military veterans in the County of DuPage; and

WHEREAS, the VAC and PACE are public agencies and local governmental units
within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS
220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of
Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the VAC has requested that PACE provide paratransit service on behalf of
its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. **SERVICE DESCRIPTION** - PACE shall contract with a provider for the
   provision of transportation service described in the attached Exhibit A. Exhibit A is hereby
   incorporated and made a part of this Agreement.

2. **REPORTING** - PACE shall provide a monthly report to the VAC with the
   following information:
A. Number of one-way trips.

B. Total Vehicle service hours (attributable to provision of paratransit service as outlined in Exhibit A of this Agreement).

C. A billing for Local Share, determined as outlined in Section 4 of this Agreement, normal billing will be provided within 60 days of the last day of a given service month.

3. **LOCAL SHARE FUNDING** - The VAC agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

A. **For Hourly Based Service** - Hourly Based Service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to PACE by the Contractor.

B. **For Per Trip Based Service** - The per-trip expense for service will be calculated on a trip by trip basis. The operating expense shall be the aggregate of rates and or fees charged to PACE by the Contractor to deliver service per this Agreement.

3.1 The Local Share is the Total Expense less fare revenue.

3.2 The VAC shall pay PACE within thirty (30) days of receiving the monthly bill.

3.3 The Local Share for this agreement shall not exceed $45,561.00. It shall be the responsibility of the VAC to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to PACE for its prior approval. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of the parties hereto.

5. **TERM** - This agreement will be in effect beginning October 1, 2018 and ending September 30, 2019, unless terminated pursuant to Paragraph 6 or at such time as PACE's contract with the VAC ceases.
6. **TERMINATION** - This contract can be terminated immediately upon written notice by PACE, if: (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service; (2) PACE develops alternative public transportation services which, as determined by PACE, will better meet the transportation needs of the public; or (3) the VAC fails to make payments as required by Section 4 of this Agreement.

6.1 This contract can be terminated upon sixty (60) calendar days written notice by the VAC.

7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of PACE. PACE shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed. Pace shall contact VAC, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the VAC and the County of DuPage and their affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the VAC may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement.

9. **GENERAL PROVISIONS**

   A. **Independent Contractor:** The status of PACE is that of an independent contractor and not of an agent or employee of the VAC and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of the VAC.

   B. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

   C. **Description Headings:** The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

   D. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or
registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

If to PACE, addressed as follows:

PACE  
Thomas J. Ross, Executive Director  
550 West Algonquin Road  
Arlington Heights, IL  60005

If to the VAC, addressed as follows:

Veterans Assistance Commission  
Superintendent  
421 N. County Farm Rd.  
Wheaton, IL  60187

E. **Governing Law:** This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding.

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and the VAC shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, *et seq*.).

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein.
I. **Applicable Standards:** PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

**VETERANS ASSISTANCE COMMISSION OF DUPAGE COUNTY ILLINOIS**

(“VAC”)

**SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY**

(“PACE”)

SIGNED: ____________________________

NAME: Steven L. Fixler

TITLE: Superintendent

DATE: ____________________________

SIGNED: ____________________________

NAME: Thomas J. Ross, Executive Director

TITLE: Executive Director

DATE: ____________________________
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: PACE Suburban Bus
Vendor #: 11831

Dept: Veterans Assistance Commission
Contact: Steven Fixler
Phone: 630-407-5655

Contract Term: 10-1-18 - 9-30-19
Contract Total: $45,561.00

Description of Procurement/Scope of Work/Background
Agreement for the purchase of transportation services under Ride DuPage.

Reason for Procurement
Annual agreement for delivery of services.

FUNDING SOURCE
✓ Procurement budgeted for (FY and budget code(s)): FY’19, 1000, 1600, 53827

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # _____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # _______________________

PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>22 Aug 18</td>
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REVIEWED BY (Initials Only)

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<tbody>
<tr>
<td>Buyer</td>
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<tr>
<td>Chief Financial Officer</td>
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<table>
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<tr>
<td>Chairman’s Office</td>
<td>8-30-18</td>
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Resolution
HHS-R-0396-18

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE HOMEOWNERSHIP CENTER, INC.
PROJECT HM17-03

WHEREAS, DuPage County is a participating jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, DuPage Homeownership Center, Inc., an Illinois Not-for-Profit Corporation, has applied for HOME funds that will be used to provide deferred junior mortgages to qualified low-income first-time homebuyers and known as HOME project #HM17-03; and

WHEREAS, the DuPage HOME Advisory Group and the County Health and Human Services Committee have recommended HOME funding in the amount of One Hundred Seven Thousand Five Hundred Fourteen and 00/100 Dollars ($107,514.00) for said application; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME program requirements, and said Agreement has been approved by DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM17-03 so long as such amendments further the completion of project HM17-03 and are in accordance with regulations applicable to the HOME Investment Partnerships program and are in accordance with the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, IL 60187; and the Community Development Commission

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
Resolution
HHS-R-0396-18
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
To: Greg Hart, Chairman and Committee Members  
   Health and Human Services Committee  

From: Mary A. Keating, Director,  
   Department of Community Services  

Date: August 17, 2018  

Subject: DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – 2017 HOME Funding – Homestead Program – Project #HM17-03  

Recommendation was approved by the Home Advisory Group Committee on August 7, 2018.  

DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – DuPage Homestead First Time Homebuyer Program  

On March 28, 2017 the County Board approved the 2017 Action Plan under Resolution HHS-R00184-17, which identified first time homebuyer assistance and closing cost assistance as 2017 projects. H.O.M.E. DuPage, Inc. submitted a completed application on 12/04/2017 with a funding request of $449,970 in HOME funds and $90,000 in CDBG funds.  

Each buyer would receive down-payment assistance of up to $14,999 (forgivable after 60 months) toward the purchase price of a single-family home. Each buyer also would receive up to $3,000 as a closing cost grant (CDBG Funds). Eligible reimbursable project delivery costs are estimated to be $2,920 per completed transaction.  

Based on H.O.M.E. DuPage’s current spending rate of 2015 HOME funds, and the fact that the Community Development Commission is 4 months into Program Year 2018, CDC staff believes $107,514 in 2017 HOME funds is a reasonable funding amount to sustain the Homestead Program through the 2018 Program Year.  

Staff recommendation for 2017 is $107,514 in HOME funds and $18,000 in CDBG funds for closing costs (down payment assistance amount & closing cost amount may require adjustment as year progresses).  

If the Homestead Program experiences a significant increase in clients and additional funding is needed to sustain the program, the H.O.M.E. DuPage Inc. application funding request would allow for the agency to request additional HOME & CDBG
funds. H.O.M.E. DuPage Inc. would inform the Community Development Commission of the increased program activity and submit a formal request for additional HOME & CDBG funding. The additional funding requests would be presented to the HAG Committee for recommendation and approval.

Recommendation: Staff recommends approval of the 2017 Program Year Agreement with the DuPage Homeownership Center, Inc dba H.O.M.E. DuPage, Inc. for project number HM17-03, HOME Investment Partnerships Program down payment assistance in the amount of $107,514.00.

If you have any questions regarding the above recommendations, please contact me at 630-407-6457.
DETAILED PROJECT SUMMARY

The DuPage Homestead Program provides prepurchase education and counseling and an affordable financing package to enable qualified low-income first-time homebuyers to purchase a starter home in DuPage County. Through a collaboration of mortgage lenders, the Illinois Housing Development Authority and DuPage County, the program since 1992 has helped more than 600 low-income families purchase homes through our Homestead program in 28 different communities, with a low foreclosure rate of less than 1%. HOME DuPage is requesting $449,970 in HOME funds plus $90,000 in CDBG funds for closing costs to assist a minimum of 30 new buyers. Each buyer will receive down payment assistance of up to $14,999 (forgivable after 60 months) toward the purchase of a home. Each buyer will also receive of up to $3000 closing cost grant (CDBG Fund). And, $2920 per transaction (HOME Funds) will be allocated for HOME DuPage delivery costs.

The project is a HOME DuPage provided housing education and counseling for low-income homeownership. Since 1991, HOME DuPage, Inc. and currently is a HUD-approved non-profit housing counseling agency providing a special financing structure in cooperation with DuPage County Community Development Commission HOME funds to boost buying power for eligible low-income first-time home buyers in DuPage County.

Homestead serves low-income first time homebuyers. This market includes low-income non-elderly renters in DuPage County as well as other low-income who work in DuPage County but cannot afford to live here. According to market analysis by the Illinois Association of Realtors, DuPage County the 2nd largest county in Illinois (population approx 1 million) consistently (each quarter year over year) has the highest median single family home price in the state of Illinois. As the housing market recovers from the Great Recession, single family home (SFH) prices are rebounding. Over the past few, the median SFH price has increased. However, we most likely will not have another explosion in housing prices, wages are not keeping pace with the rise in housing costs. This is affecting affordability for low wage earners. Currently we have 321 pre-purchase clients in counseling 145 of which could be Homestead-eligible. While the number of Homestead-eligible clients remains steady year after year the length of time required for counseling to address issues such as credit, savings, and reducing debt have been more complex, additional time is required for counseling for these clients. Policy changes, longer counseling times, along with plans for more aggressive marketing are in our plans for Homestead in this current cycle as well as 2018 cycle.
DuPage Homestead Program Information Packet

Having trouble affording a house in expensive DuPage County? Our special mortgage financing can help!

**What is the DuPage Homestead Program?**

H.O.M.E. DuPage, Inc. (H.O.M.E.) a non-profit, HUD-certified housing counseling agency, created the Homestead Program in 1992 to help first-time homebuyers who were being priced out of the high-cost DuPage housing market. Homestead uses a reduced-interest mortgage-financing package to boost the buying power of income-eligible first-time buyers to enable them to afford a home in DuPage County. Because you are paying less in interest charges than with market-rate financing, you can afford more house!

**How do I qualify for the Homestead Program?**

You must meet ALL of the following eligibility criteria at the time you close on a home. Counseling may help you to meet some criteria that you do not currently meet. Meeting these criteria does not guarantee that you will get a loan.

1. None of the applicants have owned a home as their principal residence in the past three years.
2. Applicants have a minimum 660 credit score (lowest score)
3. Any bankruptcies must have been discharged at least two years and you must have reestablished at least 24 months of traditional credit (this is our minimum standard, lender requirements may call for additional seasoning).
4. None of the applicants owes federal, state or local tax debts.
5. All occupants of the home must be U.S. citizens or permanent resident aliens.
6. Total TAXABLE GROSS household income cannot exceed the following limits (taxable gross income is defined as income from all taxable sources, before deductions, projected forward for the next 12 months for all household members age 18 and over):

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Income*</td>
<td>$47,400</td>
<td>$54,200</td>
<td>$60,950</td>
<td>$67,700</td>
<td>$73,150</td>
<td>$78,550</td>
<td>$83,950</td>
<td>$89,400</td>
</tr>
</tbody>
</table>

*Income guidelines are determined by HUD and adjusted annually (updated June 1, 2018).

**What are the downpayment requirements?**

You must put down at least 5%. Of this, a minimum of 1% or $1000, whichever is greater, must be from your own funds. Beyond that, you can put additional money toward the downpayment, and up to $10,000 of any amount over 1% can be from a gift from a relative. In addition to your downpayment, you must have one mortgage payment in reserve after you close (lender may require additional payments in reserve). For example, if your monthly mortgage payment is $1,000, you must have $1,000 set aside at closing in a “rainy day fund” for emergencies. This is for your own financial protection. Your housing counselor will explain this requirement in greater detail.

**Does H.O.M.E. DUPAGE, INC. charge any fees to participate in Homestead?**

We charge a fee of $40 for our Homebuyer Education class. Prior to counseling we charge $20 per applicant for a merged credit report. (Please note – if you have had credit issues in the past, we may need to pull more than one credit report during the course of your counseling with us to determine whether or not you have improved your credit scores.)
Are there any restrictions on the house I can buy? You select the house you want to buy with the following restrictions: (1) The house price will depend on what you can afford, but in no case can it exceed $261,000; (2) The house must be located in DuPage County; (3) The home may NOT be located in Aurora or Bolingbrook; (4) No multifamily dwellings (you can buy a condominium, townhouse, or your side of a duplex); (5) The house must pass a DuPage County Housing Quality Standards inspection; (6) You must be able to afford the property as determined by your counselor and mortgage lender.

Can I buy a house through this program if I have bad credit or too much debt? H.O.M.E. DUPAGE, INC. will counsel you on budgeting and credit management so that eventually you may qualify for a mortgage. Please understand that you may be facing six months or more of work to address past problems before you can qualify for a mortgage. DON'T BE DISCOURAGED! It is definitely worth the time and effort to become financially stronger so that you can eventually buy a home. We encourage you to enter the program.

How long will it take to buy a home through the Homestead Program? That depends on two key factors:

1. Your financial situation when you enter the program – you have to meet the underwriting criteria for the first mortgage product program. Some of the key concerns will be minimum down-payment, credit scores and time on the job. These criteria change from time to time based on what is happening in the mortgage lending industry. (For example, in the wake of the recent foreclosure crisis, lenders are raising the minimum required credit scores.) Your housing counselor will advise regarding these issues.

2. The availability of funds - because this program is partially funded using government money, H.O.M.E. DUPAGE, INC. has only limited control over both the timing and amount of funds available.

Remember that counseling can help you work through credit problems and other issues if you do not qualify to purchase when you enter the program.

How do I enter the program?

We now offer two ways to enter counseling at H.O.M.E. DUPAGE, INC! Our new GATEWAY TO HOMEOWNERSHIP ORIENTATION is recommended for people who are not yet ready to buy due to one or more of the following:

- FICO scores below 620
- Less than two years continuous employment in the US
- Credit issues such as collections, judgments, charge offs or tax liens or a bankruptcy, foreclosure, short sale or deed-in-lieu within the past three years.
- Have little money saved for a down payment

E:/My Docs/Education/Forms/Homestead Info Packet Rev June 2018.doc
STEP ONE: Attend a Gateway to Homeownership Orientation or a Home Buyer Education Class. **YOU MUST ATTEND ONE OF THESE CLASSES BEFORE YOU CAN PROCEED TO THE NEXT STEPS.** All household members age 18 and over must attend the class, except adult children or senior relatives living in the home who will not be on the mortgage (although any income they receive must be disclosed to determine household program eligibility). There is a $20.00 charge per household for the Gateway to Homeownership Orientation and $40.00 per household for Home Buyer Education. These fees are for materials and are non-refundable.

STEP TWO: Obtain an Application Package at the Class.

STEP THREE: Read the Application Package carefully and complete ALL of the fields.

STEP FOUR:
- Assemble COPIES from the Document Checklist that is on page 3 of the application.
- A check or money order for $20 per applicant for your credit report, made payable to H.O.M.E. DuPage, Inc.

*Please note that we cannot accept originals and we cannot make copies for you.*

STEP FIVE: Submit your completed application form and documents to

H.O.M.E. DuPage, Inc.
1600 East Roosevelt Road
Wheaton, IL 60187

You can submit your information by mail. When we receive your package, we will call you to schedule an appointment for an individual intake session. **If we cannot reach you within 30 days, we will mail your credit report payment back to you and shred your documents.**

You also can deliver your information in person to our offices most weekdays. **Please call ahead to make sure someone will be available to receive your documents** – (630) 260-2500, ext. 2501. When you hand them in, we will schedule an appointment for you to come back for an individual intake session. **REMEMBER, PLEASE CALL AHEAD BEFORE COMING SO YOU DON'T WASTE YOUR TIME!**

STEP SIX: At your individual intake session, you will meet with a housing counselor who, prior to the meeting, will have reviewed your documents, obtained your credit report, assessed your initial eligibility for the program and estimated your purchasing power based on the information you provided. The counselor will develop a customized Homeownership Action Plan for you detailing a suggested course of action to help you achieve homeownership. This may include recommendations for addressing credit problems or other barriers that may be preventing you from becoming a homeowner. It also will include a list of any additional information we need from you in order for you to move forward in the program. If the counselor discovers you are not eligible for the Homestead Program, she will provide information on other resources to help you purchase a home.

STEP SEVEN: You will be responsible for working on any issues identified in the Homeownership Action Plan. Your housing counselor will contact you periodically to check on your progress and you can feel free to contact her with any questions or concerns you might have. You will remain in our active client database as long as you wish while you are working on your Action Plan, provided you maintain contact with your counselor.
STEP EIGHT: When you have completed your Action Plan (however long that takes will depend on your individual circumstances), you will be placed in our "Market Ready" pool. If you have not completed Homebuyer Education with one year you will register to take this class to receive certification. You will then be referred to a participating Lender for pre-approval of 1st mortgage financing. (Please note: If the number of "Market Ready" clients exceeds the amount of available funds, applicants will be prioritized based on the date of their initial intake session.)

STEP NINE: Market ready clients attend a Homestead placement education session (either group or individual session, depending on number of clients who are ready and availability of funds) covering the specifics of the Homestead transaction before they begin shopping. Once you are pre-approved for financing by a participating lender, and you have attended your placement education session, you can shop for a home.

Some Important DON'TS:
- Do NOT bring originals of your personal documents. We will accept copies only.
- DO NOT ask our staff to make copies; we do not have the time or budget to do this for you.
- Do NOT leave your documents in the unsecured mailbox outside our door. We cannot be responsible for any items left outside our offices.
- Do NOT shop for a home until you are accepted into the program and PREAPPROVED for financing (see Step Nine above).

Questions? Call the H.O.M.E. DuPage, Inc. at (630) 260-2500 or visit our website at www.homdupage.org.
How the DuPage Homestead Program Works

Homestead provides first mortgage financing at interest charges relative to what you would pay if you used regular market financing. Because there is an interest-free second mortgage, you pay less in total interest so more of your money goes directly toward the purchase price of the home, enabling you to afford more. Homestead is what we call a “layered financing package.” Here’s how the layers work:

<table>
<thead>
<tr>
<th>Amount of Funds</th>
<th>Source of Funds</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Sales price, less 5% down payment, less second mortgage</td>
<td>30-year fixed-rate mortgage at a market interest rate. You will make monthly payments to the first mortgage lender.</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>Up to $14,999</td>
<td>DuPage County’s HOME federal block grant; No monthly payments; no interest charges or shared appreciation; forgiven over 5 years</td>
</tr>
<tr>
<td>Downpayment</td>
<td>5% of the purchase price</td>
<td>Minimum $1,000 or 1% of the sales price, whichever is more, from borrower savings; Up to $10,000 may be a gift from a relative</td>
</tr>
<tr>
<td>Closing Cost Grant</td>
<td>Up to $3,000</td>
<td>DuPage County; No repayment required. Grant is not available for purchase in Naperville.</td>
</tr>
</tbody>
</table>

- 1st Mortgage - Sales price MINUS 2nd Mortgage and Downpayment
- 2nd Mortgage - DuPage County HOME Program - up to $14,999
- Downpayment - 5% of Purchase Price (minimum 1% of borrower's own funds)
HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
THE DUPAGE HOMEOWNERSHIP CENTER, INC., dba HOME DUPAGE, INC.
HM17-03

This AGREEMENT is entered into as of the 11th day of September, 2018, by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois ("COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187, and the DUPAGE HOMEOWNERSHIP CENTER INC., an Illinois not-for-profit corporation ("SUBRECIPIENT") having a principal place of business at 1600 E. Roosevelt Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (55 ILCS 5/5-1093); and

WHEREAS, COUNTY has applied for HOME Investment Partnerships Act Funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, SUBRECIPIENT has made application to COUNTY for a grant of a portion of COUNTY’s HOME Investments Partnerships Act Funds ("HOME FUNDS") which shall be used to provide Junior mortgages to qualified low-income home buyers (“BORROWER”) to purchase single family residences (“RESIDENCE” or “RESIDENCES”) in the DuPage Homestead Program (the "PROJECT");

WHEREAS, COUNTY has considered and approved the application of SUBRECIPIENT and hereby agrees to distribute to SUBRECIPIENT a portion of the total HOME FUNDS allotted to the COUNTY with the portion distributed to SUBRECIPIENT being in an amount and upon the conditions provided herein; and

WHEREAS, the County Board approved this project on March 28, 2017, as part of the 2017 Action Plan under Resolution #HHS-R-0184-17 as part of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #DC-R-0094-15; and

WHEREAS, COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable Federal and State statutes.
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.

B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

C. The following Exhibits are hereby incorporated herein:
   Exhibit A. Assurances and Other Program Requirements
   Exhibit B. Equal Employment Opportunity Certification.
   Exhibit C. Deferred Forgivable Payment Note
   Exhibit D. Forgivable Junior Mortgage
   Exhibit E. Project Budget (The attached budget states the anticipated dollar amounts for how the project will function. It was derived from the budget submitted with the application for the project. As the project proceeds, amounts may vary with the approval of the Community Development Commission (“CDC”). Such budget variations will not require a modification to this Agreement.)
   Exhibit F. Underwriting Standards for Homebuyer Programs
   Exhibit G. Property Standards Policy
   Exhibit H. Uniform Physical Condition Standards Checklist

II. SCOPE OF THE PROJECT AND REPORTING REQUIREMENTS

A. SUBRECIPIENT hereby agrees to timely perform the following activity, as previously defined in the Application for Affordable Housing Funding and attachments dated December 4, 2017 for the “DuPage Homestead Program” submitted by the SUBRECIPIENT (hereinafter called “PROJECT”). The scope of activities will be limited to the following:

1. Provide each potential BORROWER a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file. As a minimum, said counseling program shall include:
   (a) Obtaining the potential BORROWER’S current credit report and analyzing the potential BORROWER’S financial capacity for home ownership;
   (b) Completing a Prequalification Worksheet showing what the potential BORROWER can afford and a Homeownership Action Plan to address problems;
   (c) Conducting individual meetings with each potential BORROWER to review the Prequalification Worksheet and the Homeownership Action Plan, counsel the
potential BORROWER on ownership, and answer questions; and

(d) Offering long-term counseling to potential BORROWERS not ready to buy in order to address problems.

2. Determine each BORROWER’s income eligibility using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition. COUNTY shall review SUBRECIPIENT’s determination of income.

3. Deferred junior mortgages at zero percent (0%) interest in an amount not to exceed $14,999 each, will be provided to qualified low-income BORROWERS purchasing RESIDENCES in the PROJECT. This amount of assistance requires a five-year affordability period from the date of execution of the junior note and mortgage (“Affordability Period”). If BORROWER continues to occupy the premises as their primary residence, the loan shall be forgiven over the Affordability Period, at the rate of 20% per annum or 1/5th on each anniversary of the date the BORROWER executed the junior note and mortgage, contingent upon the BORROWER’S continual occupancy of the RESIDENCE until the sooner of sale of the Residence or expiration of the Affordability Period. If title to the property is transferred during the five-year Affordability Period (voluntarily or involuntarily), the unforgiven portion of the loan owed at the time of sale will be due from the net sales proceeds to the BORROWER at the closing. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Such mortgage will be payable in full if the BORROWER moves out of the property without a transfer of title before the expiration of the Affordability Period. SUBRECIPIENT will use FHA, Freddie Mac, and or Fannie Mae underwriting standards for the primary loan. In addition to those standards, the COUNTY requires that each transaction meet the requirements of the Underwriting Standards for Homebuyer Programs as adopted by the HOME Advisory Group (“Underwriting Standards”). The Underwriting Standards in effect at the time of execution of this Agreement are attached hereto as Exhibit F and incorporated herein by reference.

4. Project delivery costs in the amount of up to Two Thousand Nine Hundred Twenty and no/100 Dollars ($2,920.00) per transaction will be provided. Only if the project is funded and the individual counseled becomes an owner of a HOME-assisted RESIDENCE will the associated homebuyer expenses be considered as eligible HOME project delivery costs.

a. Reimbursement of project delivery costs will not be provided until all post-closing issues have been resolved. This includes but is not limited to post-closing final inspections for kitchen appliances.

5. Additionally, it is the intent of the parties to enter into a separate agreement in order to provide Community Development Block Grant fund grants in an amount up to $3,000.00 for closing costs for each qualified homebuyer receiving second mortgage funds through this program.
6. Other such related costs that have the same intent as this AGREEMENT, are eligible for HOME funding, and are pre-approved by the staff of the DuPage Community Development Commission (hereinafter called “CDC”).

B. SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME Investment Partnerships Program (“HOME”) regulations at 2013 HOME Final Rule, 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances and regulations. The scope of activities to be performed, pursuant to this AGREEMENT, will be governed by, and limited to, the following:

1. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the CDC.

2. SUBRECIPIENT is prohibited from charging families participating in the PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

3. Sale of each RESIDENCE to a BORROWER shall be subject to the following:

   a. The BORROWER shall be a qualified low-income homebuyer pursuant to the HOME program, and the RESIDENCE is sold to the BORROWER at a price affordable to the BORROWER in accordance with laws, regulations, and guidelines applicable to the HOME program.

      (1) All BORROWERS shall be low-income households whose incomes are less than 80% of median income for DuPage County, with such income limits as determined by HUD.

      (2) Determination of each BORROWER’s income will be made using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition.

   b. Prior to commitment of HOME FUNDS to provide mortgages to any BORROWERS, SUBRECIPIENT shall develop written program guidelines and administrative procedures for the sale of RESIDENCES to BORROWERS that are in accordance with laws, regulations, and guidelines of the HOME program, and said program guidelines shall be in effect after written approval from CDC. As a minimum, said program guidelines shall include the following:

      (1) Each BORROWER will receive a 30-year fixed rate, fully amortizable first mortgage loan from a private lender which shall carry an interest rate, and term that is as favorable to the BORROWER as can reasonably be obtained at the time of the mortgage commitment.

      (2) Each BORROWER is required to provide a minimum downpayment of 5% of the RESIDENCE purchase price. BORROWERS must use their own funds for at least 1% of the downpayment. Total gift money in the transaction (including downpayment, closing costs and reserves) cannot
exceed $10,000, must be from a relative, and must be documented with a gift affidavit.

(3) Before making an offer on a RESIDENCE, each potential BORROWER shall complete a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file. As a minimum, said counseling program shall include:

(a) Obtaining the potential BORROWER’s current credit report and analyzing the potential BORROWER’s financial capacity for home ownership;

(b) Completing a Prequalification Worksheet showing what the potential BORROWER can afford and a Homeownership Action Plan to address problems;

(c) Conducting individual meetings with each potential BORROWER to review the Prequalification Worksheet and the Homeownership Action Plan, counsel the potential BORROWER on ownership, and answer questions; and

(d) Offering long-term counseling to potential BORROWERS not ready to buy in order to address problems.

(4) Before making an offer on a RESIDENCE, each BORROWER shall obtain income qualification from the SUBRECIPIENT as a low-income homebuyer in accordance with the HOME program. COUNTY shall review SUBRECIPIENT’s determination of income.

(5) COUNTY shall prepare and provide the BORROWER with a Homebuyer Agreement to be executed. Agreement will outline contingencies of HOME funding including any HOME funds recaptured must be remitted to COUNTY.

(6) SUBRECIPIENT shall document all underwriting criteria used to determine the eligibility of each low-income homebuyer as a qualified BORROWER and document that the transaction meets the Underwriting Standards.

(7) The RESIDENCE purchased must be within DuPage County, except that it may not be located in the City of Aurora, or Village of Bolingbrook.

(8) The RESIDENCE must meet all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code utilizing HUD’s Uniform Physical Conditions Standards checklist as a tool as set forth in Exhibit G and Exhibit H.
(9) COUNTY shall submit the junior mortgage instrument to be used for all BORROWERS. Said mortgage instrument shall be in accordance with the regulations applicable to the HOME program.

(10) SUBRECIPIENT shall submit a plan describing efforts to obtain the best available first mortgage financing for the BORROWERS.

3. BORROWER shall, simultaneously with the execution of a first mortgage for each RESIDENCE, execute a Deferred Forgivable Payment Note, in a form acceptable to COUNTY and attached hereto as Exhibit C, secured by a Forgivable Junior Mortgage payable to COUNTY in a form attached hereto as Exhibit D. This mortgage instrument shall be in compliance with this Agreement and contain, among others, the following provisions and conditions:

In the event that any one or more of the stated conditions occur, the mortgage financed in part or total with COUNTY HOME FUNDS shall be considered in default. Said conditions that shall immediately precipitate and cause said mortgage to be in default are as follows:

(1) That BORROWER fails to use said property as its principal place of residence.

(2) That BORROWER files any petition in bankruptcy, or for a receiver, or insolvency, or for reorganization of composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permits an adjudication in bankruptcy, the taking of possession of said real estate or any part thereof under judicial process or pursuant to any power of sale and fail to have such action set aside within forty-five (45) days.

(3) That BORROWER transfers, or otherwise encumbers the RESIDENCE, without the prior express written consent of the COUNTY.

(4) That BORROWER fails to maintain the RESIDENCE and its grounds and equipment pertinent thereto according to applicable Property Standards and in compliance with all local and state codes and ordinances, or shall fail to purchase fire and extended coverage insurance and flood insurance thereon and provide and file a certificate of said coverage with the COUNTY on an annual basis, the proceeds of which, in the event said structure shall be destroyed or damaged by fire or other casualty, shall be used for reconstruction of said structure upon the said real estate. Said insurance policy shall name COUNTY OF DU PAGE as an additional loss payee.

4. The COUNTY shall authorize the disbursement of HOME FUNDS for the purchase of a RESIDENCE by a BORROWER only upon the SUBRECIPIENT’S delivery of the following documents for such RESIDENCE, in a form acceptable to CDC, at least thirty (30) days prior to the closing of the purchase:

a. A copy of the fully executed purchase contract between the BORROWER and the seller of the RESIDENCE to be purchased.
b. A written request for payout from the COUNTY’S HOME program in a form acceptable to the CDC.

c. A commitment for an acceptable ALTA form of mortgagee’s policy of title insurance in the amount of the junior mortgage loan, issued by a title insurance company satisfactory to the COUNTY, insuring “DuPage County, by and through its Community Development Commission,” that its mortgage constitutes a valid junior lien, subject only to those exceptions to title as the COUNTY shall approve.

d. An acceptable appraisal by a certified appraiser, as confirmed by COUNTY appraiser’s office, stating the fair market value of the RESIDENCE to be at least as great as the contract purchase price.

e. Any and all other documents reasonably requested by the COUNTY or its counsel.

5. Prior to commitment of HOME FUNDS for subordinate mortgages for any BORROWER, the SUBRECIPIENT shall submit a written Affirmative Marketing Plan in a form acceptable to CDC describing methods used to provide information to and attract eligible buyers of the RESIDENCES without regard to race, color, national origin, sex, religion, familial status or disability.

6. The SUBRECIPIENT shall provide copies of all items required in Section II.B for CDC approval. CDC must approve any changes prior to implementation.

7. SUBRECIPIENT shall provide a Progress Report to CDC office each month, reporting on the status of the project in relation to the completion dates referred to in Section IX. The progress reports shall begin upon the signing of the Agreement and shall continue until the PROJECT is closed out by the COUNTY.

8. SUBRECIPIENT shall keep a file on each BORROWER containing information as required by the HOME program, and by the COUNTY as administrator of the HOME program, including records demonstrating:

   (1) That a minimum of $1,000 in HOME assistance was used in the purchase of the RESIDENCE;

   (2) The purchase price of the RESIDENCE does not exceed the HOME per-unit subsidy level in effect at the time of purchase;

   (3) Subsidy layering review to demonstrate that BORROWER has not been over-subsidized;

   (4) The RESIDENCE meets DuPage County property standards and lead-based paint requirements; and

   (5) That the BORROWER is income eligible.

All records must be retained for five years after the project completion date, except for
documents that impose recapture restrictions, which must be retained for five years after the affordability period terminates.

C. At the request of CDC, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT.

III. AMOUNT AND TERMS OF HOME FUNDING

A. The COUNTY shall distribute to SUBRECIPIENT, as SUBRECIPIENT's portion of the total grant received by the COUNTY and in consideration of SUBRECIPIENT's undertaking to perform the PROJECT, a maximum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 Dollars ($107,514.00), to be paid in the manner set forth in Section V herein.

B. COUNTY shall make available for distribution to SUBRECIPIENT, HOME FUNDS as described in Section II herein and in accordance with the following schedule and conditions.

1. HOME funds in the amount of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 Dollars ($107,514.00), shall be made available to SUBRECIPIENT for payment of allowable costs upon approval and adoption of this AGREEMENT by the DuPage County Board and upon receipt of HOME FUNDS from the Department of Housing and Urban Development.

C. This PROJECT shall be identified as HOME AGREEMENT No. HM17-03, which identifying number shall be used by SUBRECIPIENT on all payment requests.

IV. SUBRECIPIENT'S COMPLIANCE WITH THE ACT

A. COUNTY shall assist SUBRECIPIENT in complying with the ACT and the rules and regulations promulgated for implementation of the ACT.

B. The SUBRECIPIENT shall comply and assist COUNTY in complying with the environmental review requirements of 24 CFR part 58 prior to COUNTY’s disbursement of GRANT FUNDS to the SUBRECIPIENT. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT.

SUBRECIPIENT shall:

1. Advise COUNTY of all projects requiring a review under 24 CFR part 58 prior to approval and supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for each property; and

2. Carry out mitigating measures required by COUNTY or select an alternate property or project; and
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for these program activities on a HOME or HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.

4. Notwithstanding any provision of this AGREEMENT, the parties hereto agree and acknowledge that this AGREEMENT does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

C. COUNTY, as a condition to this HOME funding, requires the SUBRECIPIENT, when applicable, to complete certifications showing equal opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit “B” attached hereto and made a part hereof.

D. SUBRECIPIENT agrees and authorizes CDC, COUNTY, and HUD to conduct on-site reviews, examine homebuyer applications and to conduct any other procedures or practices to assure compliance with these provisions.

E. SUBRECIPIENT agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBRECIPIENT in the PROJECT or payments made pursuant to this AGREEMENT.

F. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

G. SUBRECIPIENT shall maintain records to show actual time devoted and costs incurred, in relation to the PROJECT, and shall prepare and submit monthly progress reports, which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

H. SUBRECIPIENT shall comply with the audit requirements of the Office of Management and Budget’s (hereinafter "OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”). SUBRECIPIENT shall submit to the COUNTY one copy of said audit report within six months of the close of the SUBRECIPIENT’S fiscal year. SUBRECIPIENT shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the AGREEMENT.
I. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

J. SUBRECIPIENT and COUNTY shall at all times observe and comply with Title 24 CFR part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this AGREEMENT, and SUBRECIPIENT shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

K. SUBRECIPIENT shall transfer to the COUNTY any HOME FUNDS on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires. Program Income is to be remitted to the COUNTY. It is not anticipated that SUBRECIPIENT will receive program income under this AGREEMENT.

V. BILLING PROCEDURE

A. All claims of SUBRECIPIENT shall comply with the following requirements:

1. Any claim for advancement of HOME FUNDS shall be limited to an amount necessary for SUBRECIPIENT to meet specific cash requirements for the PROJECT and shall be disbursed by SUBRECIPIENT within three (3) working days of receipt by SUBRECIPIENT. This Agreement does not contemplate the advancement of HOME FUNDS to subrecipient.

2. Processing of all requests for payment shall be contingent upon the submission of the required documentation to the COUNTY that fully complies with federal labor standards, uniform relocation act or any other applicable Federal, State, County or local statutes, rules or regulations.

3. Any request for reimbursement pertaining to acquisition shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC office staff.

4. SUBRECIPIENT shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner, as both parties shall determine.

5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of financial records by the COUNTY as required by Title the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”).

B. Promptly upon submission of an acceptable claim for HOME FUNDS, COUNTY shall process such claim and shall submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, in accordance with the Illinois Open Meetings Act and in compliance with this AGREEMENT and applicable HUD requirements.
VI. UNIFORM ADMINISTRATIVE AND OTHER FEDERAL REQUIREMENTS

A. SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”) as it relates to the acceptance and use of federal funds for the PROJECT.

B. SUBRECIPIENT shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT. Other reporting requirements are specified in Sections II, IV and V.

VII. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.

B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME FUNDS to SUBRECIPIENT for SUBRECIPIENT's substantial breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT.

C. During the implementation of the PROJECT, the COUNTY may suspend payments of HOME FUNDS, due to use of funds in a manner unrelated to SUBRECIPIENT's performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT's suspension of its pursuit of the PROJECT.

D. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section VII, it shall notify the SUBRECIPIENT, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the HOME FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

E. SUBRECIPIENT shall transfer to the COUNTY any HOME FUNDS on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

VIII. REMEDIES

B. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT, or any violation
of any statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, absent a specific appropriation or budget, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys fees and other costs of defense, resulting from such action or omission by SUBRECIPIENT.

B. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section VIII, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for alleged violation shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.

C. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the alleged breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the party entitled to the remedy is indemnified.

D. If either party has lost or been prevented from receiving any Federal funds, other than the HOME FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the other party, such amount of HOME FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

IX. TIMELINESS

A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the target dates listed in the Progress Schedule below. Any target that the SUBRECIPIENT does not achieve within two months of the date listed will result in the SUBRECIPIENT submitting a revised implementation schedule for approval by Community Development Commission Staff. Failure to achieve these deadlines may result in the loss or reduction of HOME FUNDS.

<table>
<thead>
<tr>
<th>Progress Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% of Funds expended</td>
<td>February 28, 2019</td>
</tr>
<tr>
<td>100% of Funds expended</td>
<td>August 31, 2019</td>
</tr>
</tbody>
</table>

B. SUBRECIPIENT shall complete the PROJECT by August 31, 2019. However, in the event of any alterations, additions or of circumstances beyond the control of SUBRECIPIENT, which in the opinion of the Director of Community Services ("Director") will require additional time for completion of the PROJECT, then the time of completion may be extended by the Director by a period of time not to exceed six (6) months.
C. After a period of twelve (12) months from the effective date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

D. If SUBRECIPIENT is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT by August 31, 2019, it shall immediately give written notice to the Director of Community Services (“Director”) and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. Upon review and approval of the Director, the time for completion may be extended by the Director for a maximum of six (6) months. Subsequently, if SUBRECIPIENT is delayed in the completion of the PROJECT beyond this initial extension, it shall immediately give written notice to the DuPage Home Advisory Group, Community Development Commission and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission shall promptly consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall act upon the extension request and recommendation, and notify the SUBRECIPIENT of the time extension granted or of its denial of such request, and its intention to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBRECIPIENT if the COUNTY grants an extension.

E. This AGREEMENT shall terminate in accordance with Paragraph X.F. The HOME regulations require the following although it is not anticipated that either of the stated situations will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

X. MISCELLANEOUS PROVISIONS

A. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State’s Attorney’s Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

B. AMENDMENTS. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be
effective unless and until such changes are executed, in writing, by the authorized officers of each party.

C. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT. This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

D. ASSIGNMENT. SUBRECIPIENT shall not assign this AGREEMENT or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS or claims due or to become due hereunder, without the prior written approval of the COUNTY.

E. ATTORNEY’S OPINION. If requested, SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State’s Attorney’s Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT, and that SUBRECIPIENT is in compliance with applicable local, state and Federal statues, rules and regulations for the purpose of complying with this AGREEMENT.

F. AGREEMENT DURATION. This AGREEMENT will remain in effect for the later of the period of affordability required by Federal regulation under the ACT or as long as HOME FUNDS loaned pursuant to this AGREEMENT, the accompanying Installment Note and Mortgage remain unpaid.

G. NO PARTNERSHIP. Nothing contained in this AGREEMENT, the PROJECT application, mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture or partnership relationship between the COUNTY and SUBRECIPIENT; the relationship between COUNTY and SUBRECIPIENT is solely that of creditor and debtor, lender and borrower, and mortgagor and mortgagee, as the case may be.
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above.

COUNTY OF DUPAGE, a body politic in the State of Illinois

BY: ________________________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

DATE: ________________________________________________

ATTEST: ________________________________________________
    Paul Hinds, County Clerk

SUBRECIPIENT: DUPAGE HOMEOWNERSHIP CENTER, INC. dba
    HOME DUPAGE, INC., a Not-for-profit Corporation in
    the State of Illinois
    1600 E. Roosevelt Road

ADDRESS: Wheaton, IL  60187

BY: ________________________________________________
    Anne O’Dell,
    Executive Director

DATE: ________________________________________________

ATTEST: ________________________________________________
EXHIBIT A
ASSURANCES AND OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME FUNDS in accordance with the ACTS and DuPage Community Development Commission policies. SUBRECIPIENT states it possesses legal authority to make a grant submission to the County and to execute an agreement to undertake a community development and/or housing program; and that its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBRECIPIENT to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.

Also, the SUBRECIPIENT certifies with respect to the grant that:

A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:


2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 82 Stat. 73, 45 U.S.C. §3601 et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.


4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.


B. Section 109 of the Housing and Community Development Act of 1974, as amended, ("ACT") requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited.

C. The SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including the conducting of employee interviews of the contractor and/or subcontractors at the job site. HOME regulations contain an exemption for projects containing few than twelve (12) units. This project is for homebuyer assistance and is exempt.
D. COUNTY is responsible for the preparation of an environmental review for the PROJECT and enforcement of environmental standards. COUNTY and SUBRECIPIENT agree and acknowledge that this AGREEMENT does not constitute a commitment of funds or site approval for a particular PROPERTY, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. SUBRECIPIENT shall supply all information requested by COUNTY to complete such review, shall carry out any mitigating measures required by COUNTY, and shall not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for a PROPERTY until COUNTY has completed an environmental review to the extent required under 24 CFR Part 58 and has given notification of its approval in accordance with 24 CFR Part 58.

E. No property located in a floodplain and/or subject to the National Flood Insurance Program may be acquired as part of this PROJECT.

F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42. No person(s) shall be displaced as part of this PROJECT.

G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in Exhibit "B" attached hereto and made a part hereof. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1973 by making efforts to offer training and employment opportunities to low and very low income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT, and by making efforts to award contracts to Section 3 Business Concerns when contracting for the rehabilitation work involved in the PROJECT.

H. SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4851-4856) and implementing regulations at 24 CFR Part 35; subparts A and K of this part apply to this PROJECT.

I. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. It is not anticipated that SUBRECIPIENT will be engaging contractors or subcontractors in performance of this project.

J. SUBRECIPIENT shall comply with administrative and procurement requirements in accordance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”), including the conflict of interest provisions.

K. In accordance with 24 CFR 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction or subrecipient which is receiving HOME funds may obtain a financial interest in or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This applies to any person who is an employee,
agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

L. The Architectural Barriers Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973 shall be followed, to the extent applicable to the PROJECT.

M. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

N. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:
(a) The dangers of drug abuse in the workplace;
(b) The SUBRECIPIENT's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
   (a) Abide by the terms of the statement; and
   (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(5) Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;

(6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
   (a) Taking appropriate personnel action against such an employee, up to and including termination; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of the HOME Investment Partnerships Act Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBRECIPIENT further agrees to the following:

(1) It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.

(2) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Program construction.

(3) It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

(4) It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

(5) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the Executive Order.

(6) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.

i. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBRECIPIENT until satisfactory assurance of future
compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

NAME OF SUBRECIPIENT: DU PAGE HOMEOWNERSHIP CENTER, INC., dba HOME DUPAGE, INC., a Not-for-profit Corporation in the State of Illinois
ADDRESS: 1600 E. Roosevelt Road
Wheaton, IL  60187

BY: Anne O’Dell,
Executive Director

DATE: ________________________________

ATTEST: ________________________________
EXHIBIT C

DEFERRED FORGIVABLE PAYMENT NOTE

($_________)                              Wheaton, IL                     __________________  
(date)

THIS LOAN IS PAYABLE IN FULL IF YOU MOVE OUT OF THE PROPERTY WITHOUT SELLING IT WITHIN THE FIRST FIVE YEARS YOU OWN THIS PROPERTY. IF YOU SELL THE PROPERTY WITHIN THE FIRST FIVE YEARS YOU OWN THIS PROPERTY, THE PRO RATA SHARE OF THE LOAN OWED AT THE TIME OF SALE (VOLUNTARY OR INVOLUNTARY) IS DUE, BASED ON AVAILABILITY OF NET PROCEEDS FROM THE SALE.

Property Address: _________________________

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S (Amount in Words) AND NO/100 DOLLARS ($________.00), (this amount is called "principal"). The Lender is County of DuPage through its Community Development Commission. The Borrower shall comply with the terms of this Deferred Payment Note for a term of five (5) years (“Affordability Period”).

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder.”

2. TERMS, Deferred
I understand that I am not required to make regular monthly payment of principal or interest on this loan. If I am not in default and so long as I continue to occupy this property as my primary residence, the loan shall be forgiven 1/5th on each anniversary date of the execution of this Deferred Payment Note for each year during the 5-year Affordability Period. If the property is sold or transferred (either voluntarily or involuntarily) during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as my primary residence during the 5-year Affordability Period and I move out of the property without selling it, the entire original principal amount of this Note is due within 30 days of such change of use and any pro rata principal forgiveness will be rescinded. Borrower must notify Lender of any change in residence immediately. The terms described by this Section 2 are the terms I will pay both before and after any default described in Section 6 of this Note.

Borrower shall not sell, transfer, convey, encumber, or assign the title or its interest to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an “Ownership Transfer”) without Mortgagee’s prior written consent. A transfer is defined as adding a grantee to a recorded deed or placing a property into a trust via a recorded deed.

3. PAYMENTS
All payments under this Note shall be sent to the County of DuPage, DuPage Community Development Commission, Attn: Project HM15-01, 421 North County Farm Road, Wheaton, Illinois 60187 or to such
other place required by Lender.

4. BORROWER'S RIGHT TO PREPAY
I have the right to make payments of principal at any time before it is due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date unless the Note Holder agrees in writing to those changes.

5. REFINANCING SUPERIOR LOANS
I have made a note payable to _________________., IN THE AMOUNT OF $___________ DATED AS ABOVE, which is secured by a lien superior to the mortgage securing this Note ("Superior Lien"). In the event I wish to refinance the Superior Lien, I must receive approval from the Lender, in advance and in writing.

6. BORROWER'S FAILURE TO PAY AS REQUIRED
If I violate the provisions of this Note or a Covenant, Condition or Provision of the Mortgage securing this Note, I shall be in default under this Note. I promise to make full payment of unforgiven principal under this Note immediately upon Note Holder's demand if Note Holder declares me in default under the terms of this Note or the Mortgage securing this Note, except that if I vacate the property without selling it, then any prior forgiveness of principal shall be immediately rescinded and the full principal amount of the Note shall become immediately due and payable to the Note Holder.

A. Notice of Default
If I am in default, the Note Holder may, but is not required to, send me a written notice telling me that if I do not cure my default by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid.

B. No Waiver By Note Holder
Even if the Note Holder does not require me to pay immediately in full as described above, at a time when I am in default, the Note Holder will still have the right to do so if I am in default at a later time.

C. Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES
Unless applicable law requires a different method, any notice given to me under this Note will be given by delivering it or by mailing it by prepaid first class mail to me at the Property Address above.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by prepaid first class mail to the Note Holder at the address stated in Section 3 above or at a different address if I am
given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us are fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay the entire amount owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, referenced above, dated the same date as this Note, secures the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

Please print or type name(s) below:

__________________________  __________________________

Please sign name below:

X ___________________________  X ___________________________  (Seal)

Project No. HM17-03 – (address of property)
EXHIBIT D

This Mortgage was prepared
by DuPage County State’s Attorney’s Office
After recording return to Julie Hamlin
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

PIN: _______________

FORGIVABLE JUNIOR MORTGAGE
(ILLINOIS)

THIS FORGIVABLE JUNIOR MORTGAGE (“Mortgage”), made (date), between
(single, divorced not since married, husband and wife), herein referred to as
"Borrower," and COUNTY OF DU PAGE THROUGH ITS COMMUNITY DEVELOPMENT
COMMISSION, 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS, herein referred to as
"Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Lender upon the deferred forgivable
payment note of even date herewith, in the principal sum of (AMOUNT IN WORDS) AND NO/100
DOLLARS ($________________), payable to the order of and delivered to the Lender, in and by which note
the Borrower promises to pay the said principal sum, with a final payment of the balance due when the
property is sold or title is transferred, or the property ceases to be the primary domicile of the Borrower,
and all of said principal is made payable at such place as the holders of the note may, from time to time, in
writing appoint, and in absence of such appointment, then at the office of the Lender at 421 NORTH
COUNTY FARM ROAD, WHEATON, ILLINOIS 60187. The Borrower shall comply with the terms of
the Deferred Forgivable Payment Note (the “Note”) for a term of five (5) years (“Affordability Period”)
beginning on the date of the Deferred Forgivable Payment Note secured by this Mortgage. If Borrower
continues to occupy the premises, the loan shall be forgiven 1/5th on each anniversary date of the execution
of the Forgivable Mortgage for each year during the 5-year Affordability Period. If Borrower no longer
maintains the property as their principal residence at any time within the Affordability Period, the entire
original principal amount of the Note shall be due to Lender within thirty (30) days of such event and the
pro rata principal forgiveness will be rescinded. If the property is sold or transferred (either voluntarily or
involuntarily) during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on
sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus
superior loan repayment (other than HOME funds) and any closing costs.

NOW, THEREFORE, the Borrower, to secure the payment of the said principal sum of money in
accordance with the terms, provisions and limitations of this mortgage, and the performance of the
covenants and agreements herein contained, by the Borrower to be performed, and also in consideration of
the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents
CONVEY AND WARRANT unto the Lender, and the Lender's successors and assigns, the following
described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the
CITY/VILLAGE OF ___________, COUNTY OF DU PAGE AND STATE OF ILLINOIS, to wit:
Which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): ________________________

Address(es) of Real Estate: _________________________________

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Borrower or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Lender, and the Lender’s successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Borrowers do hereby expressly release and waive.

The names of the record owner(s) are: ________________________

This mortgage consists of (5) five pages. The covenants, conditions and provisions appearing on pages (3) three through (5) five are incorporated herein by reference and are a part hereof and shall be binding on Borrower, their heirs, successors and assigns.

IN WITNESS WHEREOF, the BORROWER, has caused their signature and seal to be hereto affixed and these presents to be signed by them on the day and year first written.

Please print or type name(s) below: ________________________

Please sign name below: ____________________________ (Seal)
STATE OF ILLINOIS  )
   ) SS
COUNTY OF DU PAGE       )

I,__________________________, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that _____________________, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein
set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day of ___________________________, 201_.

________________________________________
Notary Public

Mail this instrument to Julie Hamlin, Project HM17-03, DuPage Community Development Commission,
421 N. County Farm Road, Wheaton, IL 60187

SUBJECT TO PRIOR MORTGAGE FROM _____________________, IN THE AMOUNT OF
$_______________ DATED AS ABOVE.
THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair in accordance with the CITY/VILLAGE OF _____________ building codes without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Lender duplicate receipts therefore. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment that Borrower may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Borrowers, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefore; provided, however, that if in the opinion of counsel for the Lender (a) it might be unlawful to require Borrowers to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Lender may elect, by notice in writing given to the Borrowers, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agrees to indemnify the Lender, and the Lender's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Borrower is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Borrower shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies,
to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Lender may, but need not, make any payment or perform any act hereinbefore required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Lender to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of Lender shall never be considered as a waiver of any right accruing to the Lender on account of any default hereunder on the part of the Borrower.

8. The Lender making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Borrower shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender and without notice to Borrower, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Borrower herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the BORROWER agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the LENDER in payment and
satisfaction of the amount loaned herein.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Lender may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by a decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Lender shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Borrower shall periodically deposit with the Lender such sums as the Lender may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Lender, notwithstanding such extension, variation or release.

17. Lender shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Lender for the execution of such release.

18. This Mortgage and all provision hereof, shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage. The word "Lender" when used herein shall include the successors and assigns of the Lender named herein and the holder or holders, from time to time, of the note secured hereby.

19. If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in Borrower is sold or transferred and borrower is not a natural person), the unforgiven principal is due on
sale or transfer. If all or any part of the premises or any interest in it is sold or transferred by the Borrower, a natural person, either voluntarily or involuntarily during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on sale or transfer, from the net sale proceeds. A transfer is defined as adding or removing a grantee to a recorded Deed or placing a property into a Trust via a recorded Deed. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as Borrower's primary residence at any time within the Affordability Period without a sale or transfer of title, the entire original principal amount is due within 30 days of such change of use. Borrower must notify Lender of any change in residence immediately. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage.

20. Borrower shall maintain his permanent residence and domicile on the premises at all times.

21. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the sums due Lender, the Lender will only recapture the net proceeds, if any. The net proceeds shall be defined as the sales price minus superior loan repayment and the seller’s usual and any closing costs.

SUBJECT TO PRIOR MORTGAGE FROM __________________, IN THE AMOUNT OF $________________, DATED AS ABOVE.
EXHIBIT E

Project Budget

<table>
<thead>
<tr>
<th>Homebuyer Assistance (CDBG/HOME/HDF)</th>
<th>Total Cost (2017 Project Application)</th>
<th>County Funding – Total Amount Requested 2017 Application</th>
<th>County Funding - 2017</th>
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<tbody>
<tr>
<td>Owner’s Equity</td>
<td>$78,300</td>
<td>0</td>
<td>$107,514 HOME funds</td>
</tr>
<tr>
<td>Down payment assistance for homebuyers</td>
<td>$89,994</td>
<td>$89,994</td>
<td>$89,994 HOME funds</td>
</tr>
<tr>
<td>Mortgage financing for homebuyers</td>
<td>$1,379,706</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Other: Project Delivery Costs</td>
<td>$17,520</td>
<td>$17,520</td>
<td>Project Delivery costs are included in the $107,514 funding</td>
</tr>
<tr>
<td>Other: CDBG Closing Costs Grants funded outside this Agreement</td>
<td>$18,000</td>
<td>$18,000</td>
<td>$18,000 CDBG funds</td>
</tr>
<tr>
<td><strong>Total Cost and Total County Funding Per This Agreement</strong></td>
<td><strong>$1,583,520</strong></td>
<td><strong>$125,514</strong></td>
<td><strong>$125,514</strong></td>
</tr>
</tbody>
</table>
Exhibit F

DuPage County HOME Advisory Group

Underwriting Standards for Homebuyer Programs –
Adopted: December 3, 2013
Amended: July 27, 2016
Approved: August 2, 2016

1. Background and Applicability. Underwriting guidelines for homebuyer programs through the DuPage Homeownership Center were originally adopted on May 25, 2004. On September 4, 2012, the HOME Advisory Group adopted an additional underwriting standard that stated: The amount of assistance made available from HOME will be based on ratios currently in effect under FHA and the secondary mortgage market, but subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%. This document shall supersede the underwriting guidelines of May 25, 2004 and September 4, 2012, and shall be the underwriting standards that apply to homebuyer programs funded by DuPage County, as outlined below.

2. Housing Type and Ownership. Housing that is for acquisition by a family must be single family housing held in fee simple title. The land may be owned in fee simple or the homeowner may have a 99-year ground lease. For manufactured housing, the ground lease must be for a period at least equal to the applicable period of compliance/affordability set forth in Paragraph 6 below. “Single family housing” means a one-to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot. Single family rehabilitation refers to the type of ownership of the housing unit, not the design of the housing unit. A manufactured home dwelling unit may not have wheels, must be affixed to the ground, and may not be licensed as a vehicle under Illinois law. Tenant occupied single family housing will not be assisted with HOME Investment Partnerships Program (HOME) funding for acquisition through the Homestead Program.

3. Housing Value. The housing must be modest as follows:

- Acquisition of newly constructed housing or pre-existing housing: The housing purchase price may not exceed 95 percent of the median purchase price for the type of housing for the area as determined and published by the U.S. Department of Housing and Urban Development (HUD) from time to time. DuPage County also reserves the right to determine the 95 percent limit following HUD approved methodology, with such newly determined limit to be approved by HUD.

- Acquisition with Rehabilitation: The housing has an estimated after rehabilitation value not to exceed 95 percent of the median purchase price for the area as determined and published by HUD from time to time, calculated in accordance with the DuPage County Underwriting Standards for Rehabilitation Programs in effect at the time of acquisition. DuPage County also reserves the right to determine the 95 percent limit following HUD approved methodology, with such newly determined limit to be approved by HUD.
4. **Location of Real Property.** With Community Development Block Grant (CDBG) funds, DuPage County may undertake homebuyer activities within the boundaries of DuPage County’s CDBG jurisdiction. As of April, 2013, this includes property within DuPage County or the Will County portion of the Village of Woodridge, but excludes property located in the municipalities of Aurora, Bolingbrook, Elk Grove Village, Naperville, or Schaumburg. However, this CDBG jurisdiction may change during HUD’s urban county requalification process, which occurs every three years. With HOME Investment Partnerships Program (HOME) funds, DuPage County may undertake homebuyer activities within the boundaries of the DuPage County Consortium area. As of April, 2013, this includes property anywhere in DuPage County and portions of Naperville that are outside of DuPage County, but excludes property located in the City of Aurora and Village of Bolingbrook. However, this Consortium area may change during HUD’s urban county requalification process, which occurs every three years.

5. **Income Qualification of Household.** The housing must be acquired by a homebuyer whose family qualifies as a low-income family. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. Low income households are defined as those with incomes that do not exceed 80% of median family income (MFI) for the Chicago metropolitan area as determined by the Department of Housing and Urban Development. Some programs subject to these underwriting standards may have more restrictive income requirements but will not have a less restrictive requirement. To calculate household income, DuPage County will use the guidelines set forth in *Technical Guide for Determining Income and Allowances for the HOME Program*, as published by HUD. The methodology used in determining income will be stated in the Agreement for each program or project.

6. **Occupancy.** The housing must be the principal residence of the family throughout the following periods of compliance/affordability:

- Housing for a homebuyer activity assisted with CDBG funds: five years.
- Housing for a homebuyer activity assisted with HOME funds: Under $15,000 – 5 years; $15,000 to $40,000 – 10 years; over $40,000 – 15 years.

In the event that resale or recapture is triggered, dependent upon the type of project, DuPage County will require either that the housing be re-sold to an income qualified household or that the assistance given to the homebuyer (or a pro-rated portion thereof) be recaptured. A determination of whether to use “re-sale” or “recapture” for each particular program or project will be approved by the HOME Advisory Group and will be carried out by the placing of deed restrictions, mortgages and/or recapture agreements. Further information regarding resale and recapture can be found within the DuPage County Resale Recapture Guidelines for HOME Investment Partnerships Program – Homeownership Activities Policy.

7. **Counseling.** All homebuyers must receive counseling.

8. **Financial Underwriting of Homebuyer.**

DuPage County hereby restates its policy that the amount of assistance made available from HOME will be based on ratios currently in effect under FHA and the secondary mortgage market, but subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%. The total housing expenses to income ratio may be determined by the senior lender’s Uniform Underwriting
and Transmittal Summary (UUTS) or the DuPage County Community Development Commission’s (CDC) financial underwriting.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Homestead Program</th>
<th>DuPage Habitat Programs</th>
<th>Rehab/Resale Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Debt and Overall Debt</td>
<td>DuPage Homeownership Center (DHOC) publishes program parameters, based on the requirements of FHA and the secondary mortgage market. Such parameters will be incorporated by reference into the subrecipient program agreement for the Homestead program and they must conform to the above state ratio policy.</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the housing is affordable to the homebuyer. These guidelines will be written into any project agreement.</td>
<td>Will utilize the ratios of the Homestead program and the above stated ratio policy.</td>
</tr>
<tr>
<td>Appropriateness of Amount of Assistance</td>
<td>In accordance with above stated ratio policy, subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%.</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the housing is affordable to the homebuyer but also ensuring that the homebuyer is not being oversubsidized. These guidelines will be written into any project agreement.</td>
<td>In accordance with above stated ratio policy, subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%.</td>
</tr>
<tr>
<td>Monthly Expenses of Family</td>
<td>Cannot exceed 41% of income. The monthly expenses of the family may be determined by the senior lender’s UUTS or the CDC’s financial underwriting. Housing ratio cannot exceed 35% (or go lower than 28% per above policy). The Housing ratio may be determined by the senior lender’s UUTS or the CDC’s financial underwriting. Budgeting is part of the homeownership counseling process.</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the housing is affordable to the homebuyer but also ensuring that the homebuyer is not being oversubsidized. These guidelines will be written into any project agreement. Budgeting is part of the homeownership counseling process.</td>
<td>Cannot exceed 41% of income. Housing ratio cannot exceed 35% (or go lower than 28% per above policy). Budgeting is part of the homeownership counseling process.</td>
</tr>
<tr>
<td>Assets Available for the Acquisition</td>
<td>A 5% down payment is required. Homebuyer must have at least 1% or $1,000, whichever is greater, of their own funds invested in the transaction. Borrowers’ liquid assets after closing may not exceed $25,000. Gift limit of $10,000.</td>
<td>In accordance with Habitat policies.</td>
<td>Homebuyer’s liquid assets after closing may not exceed $25,000. Homebuyer may use any combination of primary mortgage financing, personal funds, and/or gift funds to acquire the housing, but must require DuPage County assistance of at least $1,000 or they may not purchase the housing.</td>
</tr>
<tr>
<td>Criteria</td>
<td>Homestead Program</td>
<td>DuPage Habitat Programs</td>
<td>Rehab/Resale Programs</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Financial Resources to Sustain Homeownership</td>
<td>Borrowers must have one month PITI in reserve at closing. Borrower may also need additional reserves if required by primary lender. If a Homestead homebuyer experiences financial difficulties, DHOC offers post-purchase counseling and a short-term, 0% emergency loan program (subject to funding availability).</td>
<td>In accordance with Habitat policies.</td>
<td>Homebuyer must document income sufficient to meet the 35/41 ratio requirements.</td>
</tr>
<tr>
<td>Responsible Lending</td>
<td>Must choose a 30-year fixed-rate FHA or conventional mortgage. The interest rate (with no points) cannot be more than two percentage points above the 30-year fixed rate for the Illinois Housing Development Authority’s first-time homebuyer program. (DHOC maintains a list of lenders that will participate in the Homestead program.)</td>
<td>In accordance with Habitat policies; Habitat originates and services its own 0% interest loans.</td>
<td>If utilizing other mortgage financing, must choose a fixed rate FHA or conventional mortgage. If the lender is not on the list of lenders for the Homestead program, DuPage County staff will review the terms of the loan to ensure the loan is fixed rate, at an interest rate comparable to interest rates being offered by Homestead program lenders, is not charging points, and is not charging fees that are not usual or customary. Staff may ask homebuyer counseling agency to assist with this review, if necessary.</td>
</tr>
</tbody>
</table>

9. **Subordination of DuPage County Mortgages due to Refinancing of Primary Loans.** DuPage County has a Subordination Policy, last updated July 27, 2016. Its provisions are summarized as follows: Should the mortgagor under a DuPage County mortgage desire to refinance a mortgage which is superior to the DuPage County mortgage, DuPage County will subordinate its mortgage, as follows: homeowner may not take any equity out of the real estate; homeowner may roll into the new first mortgage only reasonable and customary closing costs associated with the refinancing (this does NOT include points paid to buy down the interest rate); the new first mortgage principal balance cannot exceed the original first mortgage principal with the exception of the new first mortgage principal balance including reasonable and customary closing costs which cause the new first mortgage principal balance to exceed the original first mortgage principal; the new first mortgage must be a fixed rate loan (15 year permissible on a case by case basis, dependent on capacity to make payments); balloon mortgages are not permissible; if the prior mortgage required escrowing of taxes and insurance, the new mortgage shall also have this requirement.

10. **Appeal.** Should any loan or subordination be denied under the foregoing underwriting criteria, an appeal may be made only to the appropriate DuPage County Board committee having jurisdiction over the grant funds employed to make the loan. An Applicant may request a review of eligibility by the Administrator of Community Development. Policy appeals may be made by
calling the CDC and asking to be put on the agenda for the next appropriate committee meeting. Applicant must also submit a letter to the CDC at least 10 days prior to the committee meeting which outlines the request for appeal and basis for the request. If the appeals letter is not received by the CDC at least ten days prior to the committee meeting, the appeal will be delayed until the next meeting of the appropriate committee. Notwithstanding the foregoing, appeals may not be made over items that are regulatory, such as: location of property, value of property, income qualification of household, requirement for counseling, occupancy requirement, and financial underwriting of homebuyer.
1. **Applicability.** These standards shall apply to all housing that is acquired, constructed, or rehabilitated by the DuPage County Community Development Commission (CDC) or subrecipients or developers participating in CDC programs and funding. Sources of funding may include, but not be limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). These funds come through the U.S. Department of Housing and Urban Development (HUD). Sections specific to a source of funding are so noted.

2. **History.** The HOME Regulations give guidelines for property standards at 24 CFR 92.251. Properties are required, at a minimum, to meet “local code.” There are thirty-seven municipalities within DuPage County, each having adopted various building codes. For purposes of this document, local code shall mean the DuPage County Building Code, as amended from time to time, and which currently adheres to the standards of the International Building Code 2009 and the International Property Maintenance Code 2009. Any project, however, that requires permitting and/or inspection by another municipality within DuPage County, shall meet the standards of the building codes of that municipality should any portion of said municipal codes or standards be stricter than local code as defined by this paragraph. Applicability to various project types follows.

3. **New Construction Projects.** Housing that is newly constructed with HOME or NSP funds must meet all applicable State and local codes, ordinances, and zoning requirements. Issuance of construction permits will be sufficient evidence that the project has satisfied local ordinances and zoning requirements. Issuance of a certificate of occupancy will be sufficient evidence that the project has met local building codes of the municipality where constructed. DuPage County staff shall also inspect the completed construction using HUD’s Uniform Physical Conditions Standards checklist as a tool to document that the new housing is decent, safe, and sanitary. Additionally, all new construction projects must also:

   A. If project funds are awarded, the developer and its architect will be required to certify that the project will comply with the Fair Housing Act’s design and construction requirements for multi-family housing. The developer and architect will be required to identify the safe harbor relied upon to assure compliance. More information about these safe harbors can be obtained at [www.fairhousingfirst.org/faq/safeharbors.html](http://www.fairhousingfirst.org/faq/safeharbors.html). In addition, the developer and its architect must certify that the project will meet accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act, if applicable.
B. Be constructed to mitigate the impact of potential disasters. The most common natural disaster in DuPage County is flooding; therefore, new construction of housing will not be permitted in any FEMA identified flood plain.

C. Be designed so that the construction plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed and the % of completion at any point in time. DuPage County, or its designee, will make periodic and final inspections of the construction. Such DuPage County inspections are in addition to, and not a substitute for, any building department inspections required by DuPage County or the municipality where the project is located.

D. Be designed so that at a minimum, energy efficiency complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.

E. For new construction of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, or (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.

4. **Rehabilitation Projects.** All rehabilitation that is performed must meet the following requirements:

A. The Rehabilitation Standards of DuPage County. These standards are set forth in Exhibit A to this policy. Technical standards for useful life, building materials and finishes are contained in Exhibit B to this policy. Individual municipalities may enforce stricter provisions. If a municipality requires a building permit for any part of the rehabilitation, issuance of that permit and passing municipal final inspection will demonstrate compliance with that portion of the municipal code requirements.

B. Be designed so that the rehabilitation plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed, the % of completion at any point in time, and that these rehabilitation standards are being met. If HOME funds are being used for the rehabilitation, all code deficiencies must be addressed. CDBG funding allows “spot rehab” if deemed appropriate; that is, specific building components may be replaced, but not all code violations need to be corrected.

C. DuPage County, or its designee, will make initial, periodic and final inspections of the rehabilitation work. The purpose of the initial inspection is to determine a) that the rehab requested is necessary and b) that any and all health and safety and major system deficiencies are being addressed by the rehabilitation.
D. Buildings which are purchased for the purpose of rehabilitation may have code violations at the time of purchase. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to the standards of this policy. All required building permits must be obtained and appropriate local building inspections performed. If rehabilitation work does not require a permit and the rehabilitation work is to be performed by staff of the entity purchasing the building, the agency must either (a) have personnel on staff qualified to certify to the CDC that the building has been brought up to local code, and so certify, or (b) request a local code inspection of the building.

E. Programs which rehabilitate owner occupied properties must address obvious code violations before any other work is undertaken on the property. A rehabilitation specialist shall perform an evaluation of the property’s condition and work to be done. If there appear to be potential code violations which the homeowner does not desire to include in the scope of work, the rehabilitation specialist shall request a local building code inspection during the evaluation process to determine actual code violations. If homeowner will not consent to such inspection, the house will not be accepted into the program. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to applicable building codes. All required building permits must be obtained and appropriate inspections performed. Additionally, a homeowner must evidence his acceptance of the work performed in writing unless there is a documented reason why he/she cannot or will not do so. Houses which cannot be rehabilitated in accordance with these standards without exceeding the per unit financial limits of any rehab program funded through the CDC will not be accepted into the program. Notwithstanding the foregoing, “spot” rehabilitation may be permitted with CDBG funds for addressing health, safety, building integrity, and accessibility issues. HOME and NSP funds only permit rehabilitation if the entire property is brought up to code.

F. Major systems that may be included in the rehabilitation project must be replaced with systems that at a minimum, have energy efficiency which complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.

G. For substantial rehabilitation of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden, or (c) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible. Substantial rehabilitation is defined as work on the electrical system with estimated costs equal to or greater than 75 percent of the cost of replacing the entire electrical system, or when the estimated cost of the rehabilitation is equal to or greater than 75 percent of the total estimated cost of replacing the multifamily rental housing after rehabilitation is complete.

5. **Acquisition of Standard Housing.**
A. Existing housing that is acquired with HOME assistance for rental housing, and that was newly constructed or rehabilitated less than 12 months before the date of commitment of HOME funds, must meet the property standards of paragraph 3 or 4 of this policy, as applicable. Compliance must be documented based upon a review of approved building plans and Certificates of Occupancy, and inspection that is conducted no earlier than 90 days before the commitment of HOME assistance using HUD’s Uniform Physical Conditions Standards checklist. If the funding source is other than HOME, inspection of the property using HUD’s Uniform Physical Conditions Standards checklist as a tool will be used as documentation that the property meets the standards of this policy. Issuance of a certificate of occupancy and/or passing local code inspection will be sufficient evidence that the project has met local building codes of the municipality where constructed.

B. All other existing housing that is acquired for rental property (regardless of funding source), must meet the standards set forth in Paragraph 4 of this policy or the required rehabilitation must be included in the overall project and scope of work. Compliance must be documented based upon inspection.

C. Existing housing that is acquired for homeownership (e.g., downpayment assistance) must be decent, safe, sanitary, and in good repair. DuPage County shall ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. Staff will use HUD’s Uniform Physical Conditions Standards checklist as a tool to document that the housing meets the standards of this policy. This inspection must take place no earlier than 90 days before the commitment of HOME funds, if the acquisition is HOME funded. No commitment of HOME funds will be made to the address unless the housing receives a “pass” on the checklist, with the exception that kitchen appliances may be provided by the new homeowner after the closing.

6. Occupied Housing by Tenants Receiving HOME Tenant-Based Rental Assistance (TBRA). All housing occupied by tenants receiving HOME TBRA must meet the Housing Quality Standards set forth in 24 CFR 982.401, or such other standard or requirement as established by HUD from time to time.

7. Manufactured Housing. There is little manufactured housing in DuPage County. Should the construction or installation of new manufactured housing be anticipated under a HOME project, this policy will be updated to the current HUD requirements for such housing. Rehabilitation of existing manufactured housing shall meet the requirements of paragraph 4 of this policy.

8. Ongoing Property Condition Standards for Rental Housing.

a. All HOME assisted rental housing (including mobile homes, if applicable), must be kept in decent, safe, and sanitary condition and in good repair throughout the affordability period specified in the HOME Agreement for that project. Owners must maintain properties in compliance with State and local codes, ordinances, and HUD requirements. Further, housing must be free of health and safety defects. DuPage County shall
uniformly ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. While the training process continues, staff shall use HUD’s Uniform Physical Conditions Standards checklist as a tool to document compliance. Any item shown as “LT” (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:

- Detected gas leaks shall be called into Nicor immediately.

- Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.

- For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.

For NLT (non-life threatening) deficiencies, Owner shall be given a report of deficiencies and corrective actions and be asked to respond with a plan for correction within two weeks, with all corrective action to be completed within 60 days of submittal of the plan. Should the Owner not correct the deficiencies within the allotted time period, the file shall be turned over to the State’s Attorney’s Office for legal resolution.

b. All units constructed prior to 1978 shall have a lead assessment performed as part of the underwriting process (unless exempted under 24 CFR part 35) prior to commitment of HOME funds. If lead is not completely abated by the HOME assistance and interim controls are the appropriate measure, file documentation shall be maintained so that the condition of any surfaces known to contain lead based paint can be monitored for deterioration during the affordability period.

c. Inspections and inspections procedures shall be in accordance with the HOME Inspection and Monitoring Procedures.
EXHIBIT A

REHABILITATION STANDARDS - GENERAL

1. Health and safety. DuPage County, or its designee, will inspect occupied housing to be rehabilitated using HUD’s Uniform Physical Conditions Standards checklist as a tool to determine if there are any life-threatening deficiencies that must be addressed immediately. Any item shown as “LT” (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:

   - Detected gas leaks shall be called into Nicor immediately.
   - Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.
   - For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.

2. Major systems. DuPage County’s underwriting policies for HOME funded rental projects requires the submission of a property needs assessment of the proposed project so that adequate replacement reserves can be established to repair or replace major systems, as needed. Homeownership projects involving rehabilitation must ensure that each major system have a useful remaining life of at least five (5) years. For purposes of this policy, major systems shall include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating, ventilation, and air conditioning. For purposes of project underwriting, multi-family rental projects shall also include parking lots and concrete walkways as a major system, as well as replacement costs of appliances, flooring, and bathroom fixtures. Estimation of useful life will be based on the Estimated Useful Life Tables in the FannieMae Instructions for Performing a Multifamily Property Condition Assessment (Version 2.0, dated October, 2014, attached hereto in Exhibit B. Single family properties shall use the “Senior” column in the tables.

3. Lead-based paint. All housing constructed prior to 1978 must have a lead-based paint inspection and assessment performed by a licensed assessor. The assessor’s report will be required to contain “scope of work” for both interim measures and full abatement. Based on the funds invested in the property and the future health and safety of the occupants of the housing, the appropriate lead paint measures will be included as part of the rehabilitation of the property.

4. Accessibility. Meet accessibility requirements of Section 504 of the rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act if a “covered” multifamily dwelling constructed for first occupancy after March 13, 1991. This means that “in buildings with four or more dwelling units and at least one elevator, all dwelling units and all public and common use areas are subject to the Act’s [referring to the Fair Housing Act] design and construction
requirements. In buildings with four or more dwelling units and no elevator, all ground floor units
and public and common use areas are subject to the Act’s design and construction requirements.”
[Joint Statement of The Department of Housing and Urban Development and The Department of
Justice titled Accessibility (Design and Construction) Requirements for Covered Multifamily
Dwellings Under the Fair Housing Act, issued April 30, 2013].

5. Disaster mitigation. Be rehabilitated to mitigate the impact of potential disasters. The most
common natural disaster in DuPage County is flooding. Rehabilitation will not be performed on
housing located in a floodplain, with the exception of owner occupied rehabilitation that meets
flood insurance requirements and HUD environmental requirements.

6. Local code. Housing that is rehabilitated with HOME funds must meet all applicable State and
local codes, ordinances, and requirements. If a municipality requires a building permit for any
part of the rehabilitation, issuance of that permit and passing municipal final inspection will
demonstrate compliance with that portion of the municipal code requirements.

7. Upon completion of rehabilitation, the units will be decent, safe, sanitary and in good repair.
DuPage County shall ensure this condition by verifying that the housing meets all applicable
State and local housing quality standards and code requirements through inspection by an
inspector who has been trained in the standards of the International Property Maintenance Code.
At the time of initial adoption of this policy, CDC staff members are in the process of obtaining
this training. Staff will use HUD’s Uniform Physical Conditions Standards checklist as a tool to
document that the housing meets the standards of this policy.

8. For multi-family rental housing projects of 26 or more total units in the project (not assisted
units), a capital needs assessment must be performed to determine the scope of work and the long
term physical needs of the project.

9. No components will be replaced strictly for cosmetic purposes. If mold remediation is performed
in a basement and/or attached garage, other rehabilitation work will be performed on a “do no
harm” basis. This means that damage to the basement or garage caused by performing eligible
work may be repaired only. For example, if all the drywall in a basement or garage must be
removed because of mold, drywall will not be replaced, unless a code standard requires drywall
in a basement or garage. However, if a portion of drywall must be removed, or if a fixture in a
basement or garage must be removed due to mold, and such removal leaves a wall partially
damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be
repaired (without replacement of the fixture). The “lower level” of a house that is a split level,
tri-level, or raised ranch and is considered living area under property assessment standards is not
considered to be a basement under this policy.

10. Air conditioning and dishwashers are considered standard improvements in DuPage County.
REHABILITATION STANDARDS – SPECIFIC TO OWNER OCCUPIED REHABILITATION

Eligible Activities

1. Correction of code violations cited by DuPage County or municipal code inspection, with exceptions for driveway, sidewalk, garage, deck, and landscaping issues as discussed below. Please note that if the rehabilitation is funded with HOME Investment Partnership program funds, all code violations must be able to be corrected within the maximum loan amount or the rehabilitation will not be undertaken.

2. Health and safety issues that put the household at risk of injury or disease or that prevent the dwelling from receiving assistance under the DuPage County Weatherization Program or prevent a unit from receiving the maximum benefit of the Weatherization program.

3. Repair or replacement of the following components or systems because of system failure, code violation, or recommendation through a Weatherization assessment, not for cosmetic purposes. Quality of materials shall be those that can be obtained at mid-level pricing.
   - Foundations, basements, and/or crawl spaces, (only for purposes of water sealing or moisture removal). This program is not able to deal with major foundation issues.
   - Exterior walls and siding
   - Roof and roof systems
   - Doors, windows and window frames (shall meet the energy efficiency of, but not exceed the quality of, windows installed under the DuPage County Weatherization Program)
   - Porches, stairs and railings
   - Interior walls, and ceilings (only if condition poses actual health & safety threat: e.g. ceiling is coming down)
   - Well and septic systems
   - Water and sewer connections, if such service is available
   - Electrical systems and fixtures
   - Plumbing systems and fixtures
   - Heating and cooling systems
   - Hot water heaters
   - Insulation
   - Air sealing
   - Chimney repair/tuckpointing
   - Flooring (only if a medical or accessibility issue; e.g. allergies necessitate removal of carpet or current flooring poses a mobility issue for person with disabilities)
   - Painting, only if condition of exterior paint is a code violation
   - Demolition of substandard buildings on the property if their condition constitutes a code violation or danger
   - Landscaping, sidewalks, garages, decks, and driveways – only if health & safety issue or code violation and the cost of such is incidental to other rehabilitation of the property. For purposes of the DuPage County program, incidental shall mean that the combined total rehabilitation cost of these items shall be less than 25% of the total rehabilitation costs.
• Work in basements: If a basement is not taxable square footage, only code violations and health and safety issues may be corrected. For example, mold remediation may be performed in a basement. Other restoration work will be performed on a “do no harm” basis, which means that damage to the basement or garage caused by performing eligible work may be repaired. For example, if all the drywall in a basement must be removed because of mold, drywall will not be replaced, because no code standard requires drywall in a basement. However, if a portion of drywall must be removed, or if a fixture in a basement must be removed due to mold, and such removal leaves a wall partially damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be repaired (without replacement of the fixture).

4. Accessibility improvements available only to households with a severely disabled member meeting the following HUD definition:

Persons are considered severely disabled if they:

• Use a wheelchair or another special aid for 6 months or longer; or
• Are unable to perform one or more functional activities (seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs and walking); or
• Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or
• Are prevented from working at a job or doing housework; or
• Have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia or mental retardation; or
• Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Work to be performed must be eligible under applicable Federal regulations and shall be for the purpose of providing greater accessibility or diminishment of impairment for the severely disabled household member. It could include such items as, but not be limited to, installation of wheelchair ramps, railings, bathroom grab bars, accessible doorknobs, or a warning system for the hearing impaired. All work performed must fix a condition or install a “fixture.”

Ineligible Activities

• New construction of room additions, fireplaces, sheds, or garages
• Foundation work beyond water sealing
• Painting and staining (unless condition of exterior paint is a code violation)
• Cabinets and counter tops
• Flooring (unless medical or accessibility issue)
• Repair of swimming pools and/or pool liners
• Repair of damage covered by a homeowner’s insurance policy
• Purchase or repair of appliances
• Window treatments
• Purely cosmetic or convenience improvements
• Reimbursement of previously done work
• Landscaping, sidewalks, garages, decks, and driveways – if the combined total rehabilitation cost of these items is greater than 25% of the total rehabilitation costs.
EXHIBIT B

Useful Life and Materials Standards

1. **Useful Life.** Estimation of useful life will be based on the Estimated Useful Life Tables in the FannieMae *Instructions for Performing a Multifamily Property Condition Assessment* (Version 2.0, dated October, 2014 beginning on the next page. Single family properties shall use the “Senior” column in the tables.

2. **Materials and Finishes.** Materials and finishes should be appropriate for the room and function. For example, non-porous surfaces should be used for countertops and flooring in kitchens, baths, and laundry areas.

   When replacing components during rehabilitation, components should be replaced with like components, unless building codes, energy standards, and/or the needs of the occupants require different materials. For example, an “occupant need” may mean that allergies or disabilities dictate a solid surface flooring such as tile or laminate be installed in lieu of carpeting.

   In owner occupied rehabilitation and homeowner projects (not including down payment assistance only projects), materials and finishes must be durable, but not exceed a mid-range grade of quality, and may not be “luxury improvements.” DuPage County will not permit an owner occupant to pay the difference to upgrade beyond the materials and finishes allowed under this policy or use an “allowance” system for components or fixtures. DuPage County specifically considers “luxury improvements” to include:

   - granite countertops
   - bamboo, hardwood and hardwood engineered flooring (or similar materials)
   - cabinetry beyond builders grade cabinets
   - tile, laminate flooring or carpet beyond a mid-range grade

   In new construction and rehabilitation of rental properties, durability of materials should be considered so that the long term financial viability of the project is not undermined by constant replacement of components due to wear and tear.
AWARDING RESOLUTION TO
KRONOS INCORPORATED FOR
SOFTWARE SUPPORT SERVICES FOR THE
KRONOS AUTOMATED TIME AND ATTENDANCE SYSTEM
(CONTRACT TOTAL AMOUNT: $28,187.44)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for issuance of a contract purchase order to Kronos Incorporated, for software support services for the Automated Time and Attendance System and Knowledge Pass (educational services subscription) for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for software support services for the Automated Time and Attendance System and Knowledge Pass (educational services subscription) for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Kronos Incorporated, 900 Chelmsford Street, Lowell, MA 01851, for a contract total amount of $28,187.44, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 21, 2018</td>
<td>$28,187.44</td>
<td>SEPTEMBER 28, 2018 - SEPTEMBER 27, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Karen Graczyk: Completed 08/21/2018 4:22 PM
- Janelle Chadwick: Completed 08/23/2018 10:48 AM
- Kathy Ostrowski: Completed 08/24/2018 10:14 AM
- Donald Carlsen: Completed 08/24/2018 11:39 AM
- Wendi Wagner: Completed 08/24/2018 11:40 AM
- James McGuire: Completed 08/27/2018 4:42 PM
- Paul Rafac: Completed 08/28/2018 4:26 PM
- Kathy Ostrowski: Completed 08/29/2018 12:34 PM
- Health & Human Services: Completed 09/04/2018 10:15 AM
- Finance Committee: Completed 09/11/2018 8:00 AM
- Technology Committee: Pending 09/11/2018 9:00 AM
- County Board: Completed 09/11/2018 10:00 AM
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

### Vendor Information
- **Vendor:** Kronos, Inc.
- **Vendor #:** 11850

### Contract Information
- **Contract Term:** 09/28/18 - 09/27/19
- **Contract Total:** $28,187.44

### Description of Procurement/Scope of Work/Background
- Software support services for the Kronos automated time and attendance system and Knowledge Pas (educational services subscription) for the DuPage Care Center, for the period 09/28/18 through 09/27/19, per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under $35,000.00.

### Reason for Procurement
- Support Services for Kronos Automated Time and Attendance System for the DuPage Care Center

### Funding Source

- Procurement budgeted for (FY and budget code(s)): 1200-2000-53807
- Budget Transfer (Date) Add'l Information

### Decision Memo

**LOWEST RESPONSIBLE QUOTE #** or **BID #** 
(QQUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

**RENEWAL,** Enter Bid # ___________________________  ❑ Intergovernmental Agreement

**SOLE SOURCE** per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

**PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00**  ❑ Public Utility

**PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:**

### Decision Memo Required

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)

- **EXPLANATION OF REQUEST FOR PROPOSAL RFP #** (Include Evaluation Summary if applicable)

- **RENEWAL OF RFP #** ___________________________

- **PROFESSIONAL SERVICES EXCLUDED** per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

- **OTHER PROFESSIONAL SERVICES** (detail vetting process on Decision Memo)

- **REQUEST WAIVER OF COUNTY BID RULES** (only allowable to Statutory Limits)

- **OTHER THAN LOWEST RESPONSIBLE, BID #** ______________

### Prepared By and Approval(s)

- **cdk** Aug 21, 2018
- **Recommended for Approval** 8/21/18
- **IT Approval, if required** Date

### Reviewed By

- **Buyer** 8/27/18
- **Procurement Officer** 8-27-18
- **Chief Financial Officer** 8-28-18
- **Chairman’s Office** (Decision Memos Over $25,000) Date
**Purchase Requisition**  
**Procurement Services Division**  

**Send Purchase Order To:**  
Vendor: Kronos, Inc.  
Vendor #: 11850  
Attn: Dionne Jones  
Email: dionne.jones@kronos.com  
Address: 297 Billerica Road  
City: Chelmsford  
State: MA  
Zip: 01824  
Phone: 713-802-6844  
Fax: 713-802-6830

**Send Invoices To:**  
Vendor: Kronos, Inc.  
Vendor #: 11850  
Attn: Shauna Berman  
Email: shauna.berman@dupageco.org  
Address: 400 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-784-4261

**Send Payments To:**  
Vendor: Kronos, Inc.  
Vendor #: 11850  
Attn: Dionne Jones  
Email: dionne.jones@kronos.com  
Address: 297 Billerica Road  
City: Chelmsford  
State: MA  
Zip: 01824  
Phone: 713-802-6844  
Fax: 713-802-6830

**Ship To:**  
Vendor: Kronos, Inc.  
Vendor #: 11850  
Attn: Shauna Berman  
Email: shauna.berman@dupageco.org  
Address: 400 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-784-4261

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>1</td>
<td>EA</td>
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<td>Software support services for the Kronos automated time and attendance system and Knowledge Pass (educational services subscription)</td>
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<td>2000</td>
<td>53807</td>
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<td></td>
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</tr>
</tbody>
</table>

**Requisition Total**: $28,187

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):  
Software support services for the Kronos automated time and attendance system and Knowledge Pass (educational services subscription) for the DuPage Care Center, for the period 09/28/18 through 09/27/19, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/telecom purchases under $35,000.00

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):  

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):  
09/04/18 Health and Human Services Committee  
09/11/18 County Board
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Date: Jan 18, 2018

<table>
<thead>
<tr>
<th>Company Name: Kronos Incorporated</th>
<th>Company Contact: Jason Roy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 978-947-7756</td>
<td>Contact Email: <a href="mailto:JASON.ROY@KRONOS.COM">JASON.ROY@KRONOS.COM</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting entity, and political action committees to which the contracting entity has made contributions.

☑ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☑ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Roy</td>
<td>978-947-7756</td>
<td><a href="mailto:JASON.ROY@KRONOS.COM">JASON.ROY@KRONOS.COM</a></td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name: John O'Brien

Title: Sr. Vice President, Global Sales

Date: Jan 18, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Support Services Quote

Quote Type: Renewal
Customer: DUPAGE COUNTY C/O CONVALESCENT CENTER
Solution ID: 6011264
Contract #: 1177669 R30-MAY-18
Date: 06-Jun-2018
Prepared by: Dionne Jones / US Central5

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Bill To: DUPAGE COUNTY C/O CONVALESCENT CENTER
400 N COUNTY FARM RD
WHEATON IL 60187
UNITED STATES

Contact: CHRISTINE KLIBHAN
Email: CHRISTINE.KLIBHAN@DUPAGECO.ORG

CONTRACT SUMMARY


<table>
<thead>
<tr>
<th>Description</th>
<th>Support Services</th>
<th>Estimated Tax</th>
<th>Subtotal</th>
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<tr>
<td>Software Support Services</td>
<td>25,769.44</td>
<td>0.00</td>
<td>25,769.44</td>
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<tr>
<td>Educational Services</td>
<td>2,418.00</td>
<td>0.00</td>
<td>2,418.00</td>
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<tr>
<td>Total</td>
<td>28,187.44</td>
<td>0.00</td>
<td>28,187.44</td>
</tr>
</tbody>
</table>

Annualized Contract Value: 28,376.46
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

DUPAGE COUNTY C/O CONVALESCENT CENTER

KRONOS INCORPORATED

Signature: ____________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Signature: ____________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
**Request Date:** 8/22/2018  
**Account Code:** 5000-1400

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the IACAA Weatherization Roundtable, which will address implementation questions and identify best practices for the additional grant funding being added to the program. WEX Grant funded

**Destination:** Springfield, IL

**Date of Departure:** 9/12/2018  
**Date of Return Arrival:** 9/13/2018

(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
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<td>Lodging:</td>
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<td>Reference Materials:</td>
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<td>Meals: (Per Diems)</td>
<td>$60.00</td>
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**Total:** $390.00

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: _________________________________  
PAUL HINDS, COUNTY CLERK

---

**RESULT:** APPROVED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Elizabeth Chaplin, District 2  
**SECONDER:** Robert L Larsen, District 6  
**AYES:** Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore  
**ABSENT:** Greg Hart, Tonia Khouri
**Other Action Item**
17-18-855

<table>
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<tr>
<th>Request Date:</th>
<th>8/23/2018</th>
<th>Account Code:</th>
<th>5000-1400</th>
</tr>
</thead>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)
Attend a series of ten courses and exam to obtain the Weatherization Certification at the ICRT Center at the University of Illinois

**Destination:** Champaign, IL

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>9/10/2018*</th>
<th>Date of Return Arrival:</th>
<th>1/25/2019</th>
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</table>

(Please include a detailed explanation if different from official business dates)
9/10/18-9/14/18; 9/24/18-9/28/18; 10/15/18-10/19/18; 10/22/18-10/26/18; 11/4/18-11/9/18; 11/26/18-11/30/18; 12/3/18-12/7/18; 12/17/18-12/21/18; 1/9/19-1/11/19; 1/21/19-1/25/19

**Please indicate the estimated amount for each applicable expense.**

<p>| | |</p>
<table>
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<tr>
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<tbody>
<tr>
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<td>(Parking, mileage, etc.)</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

<table>
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<th>RESULT:</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Greg Hart, Tonia Khouri</td>
</tr>
</tbody>
</table>
Other Action Item

17-18-856

Request Date: 8/24/2018  Account Code: 5000-1400/17-401028

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Weatherization Roundtable. This conference is made available by IACAA at no registration cost. WEX grant funded.

Destination: Springfield, IL

Date of Departure: 9/12/2018  Date of Return Arrival: 9/13/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
Other Action Item

Request Date: 9/4/2018  Account Code: 1000-1750

Purpose of Trip: (explain fully the necessity of making the trip)
To Attend Elder Mediation Training at the University of Wisconsin. This training is necessary to assist Adult Protective Services with issues affecting the quality of life and the health of elders within DuPage County.

Destination: Milwaukee, WI

Date of Departure: 10/23/2018  Date of Return Arrival: 10/26/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
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<th>Expense</th>
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<td>Rental Car</td>
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<td>Miscellaneous Expenses</td>
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<tr>
<td>Meals (Per Diems)</td>
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<tr>
<td>Total</td>
<td>$1,595.00</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK

RESULT:  APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:   Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES:    Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT:  Greg Hart, Tonia Khouri
Other Action Item

17-18-858

Request Date: 9/4/2018
Account Code: 1000-1750

Purpose of Trip: (explain fully the necessity of making the trip)
To Attend Elder Mediation Training at the University of Wisconsin. This training is necessary to assist Adult Protective Services with issues affecting the quality of life and the health of elders within DuPage County.

Destination: Milwaukee, WI

Date of Departure: 10/23/2018
Date of Return Arrival: 10/26/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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<tbody>
<tr>
<td>Registration</td>
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<td>Lodging</td>
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<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
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<td>Total</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Elizabeth Chaplin, Amy L Grant, Robert L Larsen, Sam Tornatore
ABSENT: Greg Hart, Tonia Khouri
DuPage County

Grant Proposal Notification

GRANT NAME: Aging Case Coordination Unit Fund PY19

GRANTING ENTITY: Northeastern Illinois Area Agency on Aging

COUNTY DEPARTMENT: Community Services

PARENT COMMITTEE: Health and Human Services

DEPARTMENT CONTACT: Mary Lee Tomsa

AMOUNT REQUESTED: $1,429,881

TYPE OF GRANT (please check): ☐ Competitive ☑ Continuation ☐ Formula
**Narrative (Purpose of grant; justification of need):**

The Senior Citizen Services Unit provides services to over 20,000 older persons and their caregivers each year. The County will contribute $650,000 to ensure that the 150,000 persons age 60 and older living in DuPage County have the ability to access services that help them to maintain their independence, protect their health and safety and ensure that they receive the services that they qualify for. The programs offered provide cost-effective community based options to older persons and prevent premature, costly nursing home placement plus investigation of abuse, neglect or exploitation of older persons. This is the grants 35th year.

**Grant proposal submission due date (MM/DD/YYYY)**

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>10/1/2018</td>
<td>9/30/2019</td>
</tr>
</tbody>
</table>

**Project or project phase period covered by grant:**

If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

Yes  No

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If awarded, will this grant require the hiring of additional staff or personnel?

If yes, please list:

How many new positions will be created:

0

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

N/A

What fund will be used to compensate personnel after the project period ends:

**Are matching funds required?**

If yes, please answer the following questions:

Percentage of funding required by granting agency

15%

County's match amount: (auto fill)

$650,000.00

*Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement:

1000 1750

**Grant amount request**

(auto fill)

$1,429,881

**All other funding already allocated for project or project phase**

$3,391,317

**Total project or project phase cost**

(auto fill)

$5,471,198

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 043-18

Submitted on: 08/30/18  Submitted by: Michelle Tunk, Finance Department

Purpose of Grant: The Aging Case Coordination Unit Fund FY19 Grant from the Northeastern Illinois Area Agency on Aging funds the Senior Citizen Services Unit at DuPage County. The unit provides access to services for DuPage County’s older persons and their caregivers that help them to maintain their independence, protect their health and safety, and ensure that they receive the services for which they are qualified for.

Proposal Due Date: N/A  Project Period: 10/01/18 - 09/30/19

Matching Requirement: ☒ Yes  ☐ No  Explain: see “Other Information”

Headcount Requirement: ☒ Yes  ☐ No  Explain: see “Other Information”

Funding Origination Source: ☒ Federal  ☒ State  ☐ Private  ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): The continuation grant is in the amount of $1,429,881. The matching amount of $650,000 will be provided by General Fund - Community Services 1000-1750. Other funding in the amount of $3,391,317 will be provided through fees for services from the Illinois Department on Aging, for a total project cost of $5,471,198. This will be the 35th year of funding.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Michelle Tunk, Finance Department.