

**MODIFICATION ONE TO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT
("SUBRECIPIENT AGREEMENT") BETWEEN THE CITY OF AURORA AND THE
NEIGHBOR PROJECT f/k/a JOSEPH CORPORATION OF ILLINOIS – PROJECT
CDBG-2017-02**

THIS MODIFICATION ONE TO AGREEMENT is entered into this _____ day of _____, 2019 by and between THE NEIGHBOR PROJECT, an Illinois not-for-profit Corporation f/k/a Joseph Corporation of Illinois, having a principal place of business at 32 S. Broadway, Aurora, Illinois 60505, herein referred to as "Subrecipient," and the City of Aurora, a municipal corporation, 44 E. Downer Place Aurora, IL 60507, herein referred to as "City." The purpose of this MODIFICATION ONE TO AGREEMENT is to modify the existing Subrecipient Agreement between the above parties, now known as Project CDBG-2017-02 which was adopted by Resolution R16-367 on November 22, 2016, which currently provides CDBG funding in the amount of \$216,285 for cost of emergency or life and safety hazards upgrades not covered by other City funded programs to income eligible homeowners who meet certain program qualifications now known as the Safety First Program, or PROJECT CDBG-2017-02 (PROJECT) (hereinafter, together called "Agreement").

In consideration of the foregoing, including Subrecipient's continued performance of the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following limited modifications of the terms of the Agreement in accordance with the following:

1. Section I-A – Paragraph is hereby amended to replace all existing language therein with the following:

The SUBRECIPIENT will be responsible for administering a CDBG funds for **PROJECT** in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such **PROJECT** will include the following activities eligible under the Community Development Block Grant program:

Project Delivery

A forgivable loan in the amount of up to \$4,999, and for certain activities, an additional \$5,000 deferred loan, shall be made by the City of Aurora to program participants pursuant to the requirements of the Program for the reimbursement of costs of emergency or life and safety hazards for the Property. Exhibit D provides a breakdown of eligible activities and funding limits for each activity.

General Administration

2. Section I-C – Paragraph is hereby amended to replace all existing language therein with the following: The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The SUBRECIPIENT agrees to provide the following levels of project services:

<u>Actions/Activities</u>	<u>Total Units/Year</u>
A forgivable loan in the amount of up to \$4,999, and for certain activities, up to an additional \$5,000 as a deferred loan, shall be made by the City of Aurora to program participants pursuant to the requirements of the Program for the rebate of costs of emergency or life and safety hazards for the Property. Exhibit D provides a breakdown of eligible activities and funding limits for each activity.	25 households

3. Section I – Paragraph is hereby amended to state ~ SUBRECIPIENT shall complete the PROJECT by 12/31/2019. However, in the event of any alterations or additions or of circumstances beyond the control of SUBRECIPIENT, which in the opinion of the Aurora Community Development Manager will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by said Manager by a period of time up to (6) months. The agreement expiration can then be modified in up to six (6) month periods after the initial time extension request has been approved.

4. Section VII-D – Paragraph is hereby amended to add ~ **FINANCIAL MANAGEMENT**. The SUBRECIPIENT shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, Retention, Documentation and Record Keeping, Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time (“Super Circular”), and further promises:
 1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
 2. The SUBRECIPIENT shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBRECIPIENT shall invite MBE/WBE firms to the greatest extent feasible to submit bids.
 3. The SUBRECIPIENT shall provide the City of Aurora with the results from the bid opening.
 4. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there are sound documented reasons.

5. Section X – Paragraph is hereby amended to state ~ **ENVIRONMENTAL REVIEW**. 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 CITY's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

6. Section XVII – Paragraph is hereby amended to state ~ **Income Limits.** That the household income attributable to said Owners from all sources, including wages and tips, pensions, alimony, child support, interest, dividends, net rental income, public assistance and social security, earned by the Owners plus regular contributions made by other adult members of the Owners' household (if any) during the calendar year preceding the date of the application meets the household income level limit for the Program of at 80% or below the median family income levels established by the U.S. Department of Housing and Urban Development (80% of the SMSA median). In determining the income eligibility of the household, the City of Aurora must include the income of all persons living in the housing. Low-moderate 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 annually by the Department of Housing and Urban Development. To calculate household income, the City of Aurora will use the guidelines set forth by HUD using the Income Calculator (24 CFR Part 5 income calculation) provided on the website: <https://www.hudexchange.info/incomecalculator/>
7. Section XVIII – Paragraph is hereby amended to state ~ Is hereby drafted to state ~
TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT
 1. During the implementation of the PROJECT, CITY may terminate this AGREEMENT or may suspend payment of FUNDS to SUBRECIPIENT for SUBRECIPIENT's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT.
 2. During the implementation of the PROJECT, the CITY may suspend payments of FUNDS due to use of FUNDS in a manner unrelated to SUBRECIPIENT's performing the PROJECT, failure by SUBRECIPIENT in submit-ting supporting information or documentation for a payment request; submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENTs suspension of its pursuit of the PROJECT.
 3. In the event THE CITY elects to terminate this AGREEMENT or to suspend payments, for any reason, 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 CITY'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 CITY, the CITY may withhold payment of the FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the CITY under this

paragraph shall relieve the SUBRECIPIENT of its liability to the CITY for any funds expended in violation of any of the terms of this AGREEMENT.

4. SUBRECIPIENT shall transfer to the CITY any FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

In all other respects the terms and conditions of the Agreement shall remain in full force and effect unless otherwise modified herein.

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

CITY OF AURORA ILLINOIS ___ / ___ **«AGENCY_NAME»**
/2019

BY: _____
SIGNATURE

BY: _____
BOARD CHAIRPERSON SIGNATURE

ITS: _____

BOARD CHAIRPERSON PRINTED NAME

ATTEST: _____
CITY CLERK

ATTEST: _____
«EXECUTIVE_DIRCEO_FNAME»
«CONTACT_LNAME», EXECUTIVE
DIRECTOR/CEO

«FEIN»
(Federal Identification Number)

«DUNS»
(DUNS Number)

Exhibit D

Category A - Eligible activities that may not exceed \$4,999 (3 year forgivable loan)

- Furnace repair or replacement
- Electrical upgrades
- Plumbing improvements
- Porch repair or replacement
- Gutters, downspouts, and fascia repair or replacement
- Septic motor repair or replacement
- Well motor repair or replacement
- Exterior door repair or replacement
- Radon remediation
- Improvements to driveway, as long as additional, eligible improvements to household are also completed
- Other improvements to be considered on a case by case basis and must be improved by the Aurora Neighborhood Development Department

Category B - Eligible activities that may not exceed \$9,999 (up to \$4,999 in a 3 year forgivable loan and an additional \$5,000 in a deferred loan)

- Boiler repair or replacement
- Lead paint remediation
- Lead Pipe Replacement
- Asbestos remediation
- Mold remediation
- Replacement of sewer lines
- Roof repair and replacement
- Other improvements to be considered on a case by case basis and must be improved by the Aurora Neighborhood Development Department

*In order to assist the highest number of clients, if a combination of eligible activities is selected by the applicant or the estimated costs exceed \$4,999 for Category A projects, additional funds shall not be awarded unless first approved by the Aurora Neighborhood Development. If a Category B eligible activity is requested and exceeds \$4,999, additional funding up to \$5,000 will be provided as a deferred loan. The household will not be able to utilize any remaining funding under the \$9,999 cap to select from eligible activities in Category A unless first approved by the Aurora Neighborhood Development Division. The home will also not be eligible to participate in Safety First, Rebuilding Together, or if previously funded with the Choose Aurora Down Payment Assistance Program, for a period of three years from the completion or closing of the property. NRD will also make a determination on the type of funding received on a case by case review of activities that are not specifically listed in this agreement and all appeals may be forwarded to the City of Aurora Block Grant Working Committee.