

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV)  
SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET  
AND  
NORTHERN ILLINOIS FOOD BANK  
CDBG COVID FUNDS**

**THIS “CDBG SUBRECIPIENT” AGREEMENT (the “Agreement”)** made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between City of Joliet (the “CITY”) and Northern Illinois Food Bank NFP, an Illinois not-for-profit (the “SUBRECIPIENT”).

**WITNESSETH:**

**WHEREAS**, the CITY has entered into a grant agreement with the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (the “Act”), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant (“CDBG”) Programs, 24 Code of Federal Regulations (“CFR”) Part 570, as amended, (the “Rules and Regulations”); and,

**WHEREAS**, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

**WHEREAS**, the Mayor and City Council approved the substantial amendment to the 2015-2019 Consolidated Plan for the CDBG Program with Resolution # 7680 for the activities identified in the Plan and this Agreement;

**WHEREAS**, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2019 Annual Action Plan, as amended; and

**WHEREAS**, the CITY desires to engage the SUBRECIPIENT to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

**NOW THEREFORE**, in consideration of the mutual promises, payments and other provisions hereof, the CITY and the SUBRECIPIENT agree as follows:

**I. PROJECT RESPONSIBILITY**

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the CITY regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

**DEFINITIONS:** As used in this Agreement:

- a. “Annual Income” is the IRS adjusted gross income using the calculation for “adjusted gross income” outlined in the federal income tax IRS Form 1040.
- b. “Beneficiaries” for the Project is defined as low-moderate income households as defined by HUD.
- c. “Neighborhood Services Division” of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.
- d. “Contractor” means an entity other than a SUBRECIPIENT that furnished to the SUBRECIPIENT services or supplies (other than standard commercial supplies, office space or printing services).

- e. “CITY” City of Joliet is the Entitlement Jurisdiction which receives CDBG Program funds.
- f. “CDBG Program” means the Community Development Block Grant Program as may be amended from time to time.
- g. “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.
- h. “Project” means a site or sites together with any building or buildings located on the site(s) under common ownership, management and financing, to be assisted with CDBG funds as a single undertaking. The “project” includes all of the activities associated with the site and building. Project means the project subject to this Agreement as defined in the scope of service and project budget.
- i. “Program” means a CDBG Program eligible (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111 to be carried out by a contractor and/or subrecipient.
- j. “SUBRECIPIENT” is a public agency or nonprofit organization that administers a specific Program for the CITY.

**EXHIBITS:** The following attachments are made part of this agreement:

Exhibit A - Scope of Services

## **II. SCOPE OF SERVICE**

### **A. National Objective**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement meets the Community Development Block Grant Program’s National Objectives to benefit low/moderate income persons as defined in 24 CFR Part 570.208.

### **B. Use of CDBG funds – 570.201**

Public Services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs.

COVID-19 CARES Act Funding. The SUBRECIPIENT certifies that the funding will be used to prepare for, prevent, or respond to the COVID-19 pandemic and that the use of funds will not result in the duplication of benefit as defined by the CARES Act.

Allowable costs are those that are reasonable and necessary to administering the program better described in **Exhibit A - Scope of Services**

### C. Budget

The SUBRECIPIENT shall be reimbursed by the CITY using HUD CDBG funding for allowable costs, determined by CITY. The total program budget is **not to exceed \$100,000.00** for costs as outlined below.. Payment is contingent upon the SUBRECIPIENT adhering to all applicable compliance requirements.

Eligible costs related to Public Services (expenses, direct expenses, including, but not limited to:

| Category          | CDBG       |
|-------------------|------------|
| Equipment         | \$25,000   |
|                   |            |
| Food Distribution | \$75,000   |
|                   |            |
| Total             | \$ 100,000 |

Any amendments to the budget must be approved in writing by both the Grantee and the SUBRECIPIENT. Any indirect costs charged must be consistent with the conditions of Article 2, Section 5 of this Agreement.

### D. Roles and Responsibilities

The SUBRECIPIENT's role within the Program shall be done as outlined in the **Exhibit A – Scope of Services**. The SUBRECIPIENT shall, in satisfactory and timely manner, perform the tasks necessary to conduct the assigned activities of the Program.

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement shall meet the CDBG Program regulations.

## III. TERM OF AGREEMENT

### A. Effective Date of Agreement

The effective date of this Agreement between CITY and SUBRECIPIENT shall be the date this Agreement is entered into. The services of the SUBRECIPIENT shall be undertaken and completed as described in this Agreement. SUBRECIPIENT is authorized to incur eligible expenses after receiving a written Notice to Proceed. Requests for payment shall be made only by those designated on **Exhibit A- Scope of Services**.

### B. Duration of the Agreement

All requirements of this Agreement shall remain in full force and effect until the expiration of funds.

## IV. PROJECT REQUIREMENTS – 24 CFR 570.201

### A. Activities

The SUBRECIPIENT will use funds made available under this agreement to purchase equipment and to pay for operational costs associated with a food bank that services areas throughout the City of Joliet as more fully described in Exhibit A.

### B. Performance Monitoring

The Grantee will monitor the performance of the SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with

this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## **V. PROGRAM ADMINISTRATION**

### **A. Program Management**

The SUBRECIPIENT shall be responsible for managing the Program. All activities authorized by this Agreement shall be performed in accordance with the approved Program Manual, the approved Budget, the Performance Measurements, local policies and procedures, code compliance, plans and specifications, and the relevant HUD requirements, particularly 24 CFR 570.

#### **a. Staffing**

The SUBRECIPIENT will dedicate appropriate levels of staffing to the Project to perform the scope of work in a timely fashion.

#### **b. Period of Performance**

The SUBRECIPIENT shall begin activities for the Program within sixty (60) days of the date of this Agreement. The SUBRECIPIENT shall have expended all available funding within twelve (12) months of the date of this Agreement.

#### **c. Levels of Accomplishment – Goals and Performance Measures**

The SUBRECIPIENT shall report on the number of unduplicated persons receiving assistance through the food distribution sites located in Joliet for the duration of this Agreement.

#### **d. Documentation and Reporting**

1. SUBRECIPIENT agrees to comply with all reporting formats and requirements as outlined in **Exhibit A-Scope of Services** unless other formats producing the same information are submitted in advance of use by the SUBRECIPIENT and subsequently approved in writing by the CITY.

2. Records shall be maintained by SUBRECIPIENT in accordance with requirements prescribed by HUD or the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records (i.e., inspection reports, building permits, subcontractor/sub-subrecipient contracts and payments, plans, specifications, project beneficiaries, etc.) shall be maintained for a period of five (5) years after expiration of this Agreement.

3. At any time during normal business hours and as often as the CITY, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CITY, HUD and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement. Further, the SUBRECIPIENT shall permit the participating jurisdiction, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### **e. Uniform Administrative Requirements –24 CFR 570.611**

The requirements of 2 CFR 200 apply to subrecipients receiving CDBG.

## **f. Funding**

1. It is understood that upon completion of the Project, any CDBG funds reserved but not expended under this Agreement will revert to the CITY.
2. All CDBG funds are subject to repayment in the event that a project does not meet the Program requirements as outlined in the Agreement, Exhibits and Attachments attached hereto within.

## **g. Allowable Costs**

Costs must be necessary, reasonable and directly related to the scope of this Agreement. In addition, costs must be legal and proper. Project budgets shall control amount of allowable expenditures within budget categories, except as may be varied in writing by the CITY. All of the funds shall be used exclusively for allowable costs as set forth in **Section II C**. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## **i. Documentation of Costs**

1. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the SUBRECIPIENT as they relate to the Agreement and the activities and services described herein.

The SUBRECIPIENT shall also:

- Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the SUBRECIPIENT's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of four (4) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.
- Inform the City concerning any funds allocated to the SUBRECIPIENT, that the SUBRECIPIENT anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other SUBRECIPIENTS.
- Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.

Project expenses shall be paid based on invoices for actual expenses incurred or paid. Requests for payments shall include proper documentation of eligible costs in compliance with 24 CFR 570.202. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

2. The CITY reserves the right to inspect records and project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

3. The CITY shall have the right to review and audit all records of the SUBRECIPIENT pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the expiration of the Agreement as outlined in Section III.

#### **j. Restriction on Disbursements**

The SUBRECIPIENT may not request disbursements of funds under this Agreement until the funds are needed for payment of eligible costs of the Program as set forth in **Section II C**. The amount of each request must be limited to the amount needed.

#### **k. Project Close-out**

The completion of activities and subsequent project closeout shall be completed as outlined in **Exhibit A-Scope of Services**

### **B. Sub-Contracting and/or Sub-Subrecipients**

#### **a. Approvals**

SUBRECIPIENT shall not enter into contract with any, contractor, agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such contract. Similarly the contractor shall not enter into any sub-contracts with any contractor, agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such subcontract.

#### **b. Monitoring**

SUBRECIPIENT will monitor all subcontracted and/or Sub-SUBRECIPIENT services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in SUBRECIPIENT's monthly written report to the CITY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### **c. Provisions**

SUBRECIPIENT shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract and/or Sub-SUBRECIPIENT executed in the performance of this Agreement.

## **VI. OTHER FEDERAL REQUIREMENTS – 24 CFR 570 Subpart K and Subpart O**

### **General Compliance with Federal Regulations**

SUBRECIPIENT agrees to comply with all applicable requirements of Title 24 Code of Federal Regulations, Part 570 concerning CDBG funds, all applicable portions of 24 CFR Part 85, and all other federal requirements and policies issued pursuant to these regulations. SUBRECIPIENT agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement. The Federal requirements set forth in 24 CFR Part 5, Subpart A are applicable to the CDBG program. SUBRECIPIENT certifies adherence to the following:

#### **A. Other Federal requirements & nondiscrimination – 24 CFR 570.601 and 602**

##### **a. Nondiscrimination and equal access**

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by E.O. 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations issued at 24 CFR

Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance.

2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61010-6107) and implementing regulations at 24 CFR 146. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing.

3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 and implementing regulations at 24 CFR 8).

4. Prohibition of inquiries on sexual orientation or gender identity. No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available.

#### **b. Disclosure**

Pursuant to 31 U.S. Code § 1352, none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action.

#### **c. Debarred, suspended or ineligible contractors**

Prohibitions at 2 CFR Part 2424 on the use of debarred, suspended, or ineligible contractors and participants are applicable.

#### **d. Drug free workplace**

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR part 2429 are applicable.

### **B. Affirmative Marketing & Minority Outreach**

The SUBRECIPIENT shall adhere to the approved affirmative marketing and minority outreach plan for the program.

### **C. Displacement, Relocation and Acquisition – 24 CFR 570.606**

When a project involves acquisition, rehabilitation or demolition that requires relocation, the SUBRECIPIENT shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”) 42 U.S.C. 4601, and 49 CFR 24. SUBRECIPIENT further agrees to comply with any applicable City ordinance, resolutions and/or policies concerning displacement of individuals from their residences.

### **D. Employment and Contracting –24 CFR 570.607**

#### **a. Equal Opportunity Employment**

The requirements to Executive Order 11246 (2 CFR 1964-65, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR Chapter 60 are applicable.

### **b. Section 3 Economic Opportunity**

1. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) implemented at CFR Part 75 apply. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance.

2. Threshold. The requirements of this part apply to recipients undertaking construction projects for which the amount of the assistance exceeds \$200,000.

3. Subrecipients, contractors and subcontractors. The SUBRECIPIENT will include Section 3 language and provisions in any contract or agreement with subrecipients, contractors, or subcontractors, as applicable, to enforce the requirements of 24 CFR 75.19.

2. Recipients, contractors and subcontractors/sub-subrecipients that receive HUD assistance, but do not meet the thresholds for applicability are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons. Documentation of Section 3 outreach shall be submitted using the method outlined in The City's Affirmative Marketing & Minority Outreach Plan.

### **c. Minority Outreach**

1. The SUBRECIPIENT shall use its best efforts to perform minority outreach as delineated in The City's Affirmative Marketing & Minority Outreach Plan, when applicable.

2. The SUBRECIPIENT agrees to provide to the CITY the business names of, and dollar amount expended with, all minority and women owned entities with whom it enters contracts in the facilitation of the Project and shall submit information using reporting forms included in The City's Affirmative Marketing & Minority Outreach Plan.

### **d. Davis-Bacon/Labor Standards - 24 CFR 570.603**

Every contract that includes 8 or more units assisted with CDBG funds must contain a provision requiring the payment of not less than the wages prevailing in the locality as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act (40 U.S.C. 3141), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701)

### **e. Conflict of Interest – 24 CFR 570.611**

1. No officer, employee, consultant, elected or appointed officials of the CITY, or its designees or agents, member of the governing body of the CITY or the SUBRECIPIENT (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

2. The SUBRECIPIENT agrees that it will incorporate into every written contract the following provision: "INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect, in this Agreement."



## **E. Environmental Requirements --24 CFR 58**

### **a. Environmental Review -- 24 CFR 570.604**

The SUBRECIPIENT agrees to comply with the provisions of the National Environmental Policy Act of 1963 ("NEPA") (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR 58, including any requirements which may be imposed by the CITY as a result of its responsibility for environmental review, decision making and action under NEPA as further described in the Program Administration section of this Agreement.

### **b. Flood Insurance – 24 CFR 570.605**

The SUBRECIPIENT agrees to comply with the provisions of the Flood Disaster Act of 1973 (42 U.S.C. 4001-4128) and its regulations which impose specific prohibitions and conditions upon acquisition, new construction or rehabilitation of a federally assisted project located in an area identified as having special flood hazards.

### **c. Lead Based Paint -- 24 CFR 570.608**

When a project involves demolition, acquisition, rehabilitation or occupancy of existing housing that was constructed before January 1, 1978, the SUBRECIPIENT shall comply with lead-based paint regulation 24 CFR part 35, particularly Subpart A, B, J, K, M, and R to identify and address lead-based hazards before exposure.

### **d. Asbestos**

When a project involves demolition, acquisition, rehabilitation of existing housing that was constructed before January 1, 1978, the SUBRECIPIENT shall comply with CITY requirements for assessment.

## **VII. NOTICES**

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of receipt; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

### **CITY OF JOLIET**

City of Joliet  
Neighborhood Services Division  
150 W Jefferson St.  
Joliet, Illinois 60432  
Telephone: (815) 724-4090  
Telecopy: (815) 724-4118

### **SUBRECIPIENT**

Northern Illinois Food Bank  
273 Dearborn Ct.  
Geneva, Illinois 60134-3587  
Telephone: (630) 443-6910

## **VIII. AMENDMENTS.**

Any revision to this Agreement shall be made by written amendment executed by all parties.

## **IX. SUSPENSION OR TERMINATION**

A. By giving five (5) working days written notice specifying the effective date, the CITY may terminate this Agreement in whole or in part for cause, which shall include, but not be limited to:

- a. failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved Program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- b. submission by the SUBRECIPIENT to the CITY of reports that are incorrect or incomplete in any material respect;
- c. ineffective or improper use of funds provided under this Agreement;
- d. failure of the SUBRECIPIENT to supply the CITY with the reports and data necessary to the compliance and continuing planning process of the CITY;
- e. suspension or termination by HUD of the grant to the CITY under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that, if the grant is merely reduced and in the absence of any contrary HUD directive, the SUBRECIPIENT may readjust its budget and recommend Agreement adjustments to the CITY
- f. The CITY may also terminate, assign or transfer this Agreement when required by HUD.

**B.** SUBRECIPIENT may readjust its budget and recommend Agreement amendments to the CITY.

**C.** The SUBRECIPIENT may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such termination. Any such request for termination shall be subject to the written approval of the CITY, and will be acted upon by the CITY within thirty (30) days of receipt of the notice of request to terminate. The decision of the CITY shall be final and conclusive, provided that such approval shall not be unreasonably withheld. The SUBRECIPIENT shall, as a condition to terminating this Agreement, fully repay the funds immediately.

**D.** This Agreement may also be terminated by either the CITY or the SUBRECIPIENT, in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated.

## **X. OTHER REQUIREMENTS**

### **A. Certification Regarding Lobbying**

The SUBRECIPIENT shall certify that 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 any SUBRECIPIENT, 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 loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

### **B. Claims Against CITY**

The SUBRECIPIENT agrees to defend, indemnify and save harmless the CITY from any and all claims of any nature whatsoever which may arise from the SUBRECIPIENT performance of this Agreement, provided, however, that nothing contained in this Agreement shall be construed as rendering the SUBRECIPIENT liable for acts of the CITY, its officers, agents, or employees.

### **C. Successors**

This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the SUBRECIPIENT may not assign this Agreement

or any of its obligations, or delegate any of its duties hereunder without the prior written approval of the CITY.

#### **D. Survival of Obligations**

The SUBRECIPIENT's obligations, as set forth in this Agreement, shall survive the payment of Grant funds and the SUBRECIPIENT shall continue to cooperate with the CITY and furnish any documents, exhibits or showings required hereunder.

#### **E. Construction of Agreement**

##### **a. Partial Invalidity**

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

##### **b. Gender**

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

##### **c. Captions**

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

##### **d. Construction**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, The CITY and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet

Northern Illinois Food Bank

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk

AGENCY ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SEAL

SEAL

Approval as to FORM  
Corporation Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Exhibit A – Scope of Services**

CDBG funds will be used by the SUBRECIPIENT to expand its capacity to administer and operate a food bank for the benefit of City of Joliet residents due to the heightened need for this service due to the COVID-19 pandemic.

Funds may be used for the purchase of equipment that is reasonable and necessary to carry out the activity and a portion of the general operating costs of the food purchase and distribution that is attributable to the benefit to residents of the City of Joliet.