

INTERGOVERNMENTAL AGREEMENT FLEXIBLE RENTAL ASSISTANCE PROGRAM (FRAP)

This Intergovernmental Agreement (“Agreement”) is entered into by and between Oak Park Township, an Illinois unit of local government (“Township”), and the Village of Oak Park, an Illinois municipal corporation (“Village”). The Township and Village may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract and otherwise associate among themselves to exercise, combine, or transfer any power or function not prohibited by law; and

WHEREAS, the Village has established the Housing Trust Fund to provide sustainable financial resources to address the affordable housing needs of eligible households in Oak Park; and

WHEREAS, the Village has previously funded the Flexible Rental Assistance Program (FRAP) to mitigate housing crises for Oak Park households that may lead to homelessness without an emergency financial intervention; and

WHEREAS, the Township administers Emergency Assistance (EA) and General Assistance (GA) programs under the Illinois Public Aid Code and possesses the staff, infrastructure, and experience necessary to ensure efficient, compliant administration of housing-related financial assistance; and

WHEREAS, the Parties desire to enter into this Agreement for the Township to assume administration of the FRAP program, aligning program eligibility, intake, and documentation procedures with the Township’s EA/GA framework while preserving FRAP’s flexibility and community impact;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS

“FRAP” means the Flexible Rental Assistance Program funded by the Village to prevent homelessness and promote housing stability for low- to moderate-income Oak Park households.

“EA” means the Township’s Emergency Assistance program governed by the Illinois Public Aid Code and Township Supervisors of Illinois EA Handbook.

“Applicant” means a household applying for FRAP assistance, including those referred by an Allied Agency.

“Allied Agency” means a local organization approved by the Township, such as Housing Forward, that assists with referrals, outreach, or housing support services.

“Housing Trust Fund” means the Village fund through which FRAP is financed.

ARTICLE II. PROGRAM ADMINISTRATION

2.1 Township Role. The Township shall serve as the lead administrative and fiscal agent for FRAP, responsible for conducting intake, eligibility screening, benefit approval, maintaining records, issuing payments, and providing reports to the Village.

2.2 Village Role. The Village shall provide funding per Exhibit 1, reimburse the Township for eligible costs, and retain oversight per Exhibit 2.

2.3 Program Authority. The Township shall have exclusive authority for client eligibility determinations and payment approvals, subject to the terms of this Agreement and applicable law.

ARTICLE III. PROGRAM ELIGIBILITY

3.1 Residency. Applicants must reside or have formerly resided (due to homelessness) in the Village of Oak Park.

3.2 Area Median Income (“AMI”). Households shall have incomes between 30%-50% of the Area Median Income. Grantee agrees to provide the annual income of each member of household assisted OR must be a qualifying McKinney-Vento family identified by District 97 or District 200 as being at risk of homelessness. At least one adult member of the applicant's household must be able to document income at the time of the application.

3.3 Ineligibility. The FRAP ineligibility and sanctioning requirements will be consistent with the procedures of the EA program.

3.4 Documentation. Applicants must submit proof of identity, Oak Park connection, income, and emergency documentation. All materials shall be retained per EA/GA standards.

ARTICLE IV. TYPES OF ASSISTANCE AND MAXIMUM BENEFITS

1.1 Crisis Requirement. Applicants must demonstrate a verified housing-related emergency including eviction, utility shut-off, hotel-based housing, emergency food, transportation, or need for a security deposit.

- Rental/Mortgage Assistance – Up to 3 months arrears or 6 months total.
- Security Deposit/ Move-in fee – Up to \$2,500 per household.
- Utility Assistance – Up to \$1,000 per household.
- Short-Term Emergency Needs – Up to \$300 per household.
- Emergency hotel stays – Up to 7 days

Total Cap – No household may receive more than \$5,000 annually.

ARTICLE V. APPLICATION AND INTAKE PROCESS

The FRAP application and intake process shall follow the Township's EA/GA procedures. Township staff shall conduct interviews, verify documentation, and record cases in the EA/GA system. Allied Agencies shall use Township referral forms.

ARTICLE VI. JOINT USE OF EA AND FRAP FUNDS

The Township may combine EA and FRAP funds to meet client needs. Each payment shall note source and purpose. No duplication of benefits is permitted, and all combined funding requires Supervisor approval.

ARTICLE VII. REPORTING AND AUDIT

The Township shall provide quarterly and annual reports detailing applications, disbursements, and outcomes. All records shall be maintained for five years and made available for audit. Any disallowed costs must be reimbursed within thirty days of notice.

ARTICLE VIII. FUNDING AND REIMBURSEMENT

The Village shall reimburse the Township up to \$80,000 as outlined in Exhibit 1. Reimbursement requests shall be submitted monthly, and payment shall be made within thirty days of approval.'

ARTICLE IX. UNEXPENDED FUNDS.

Any unexpended funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account by the Township and shall be returned to the Village within thirty (30) days of the expiration of this Agreement.

ARTICLE X. TERM AND TERMINATION

This Agreement shall remain effective beginning February 1, 2026 and ending on December 31, 2026. It may be renewed annually by mutual consent. Either Party may terminate without cause upon ninety days' notice or for cause upon thirty days' notice if uncured.

ARTICLE XI. COMPLIANCE WITH LAW

All activities shall comply with the Illinois Public Aid Code, the Intergovernmental Cooperation Act, applicable federal, state, and local laws, and the Village Addendum Requirements in Exhibit 2.

ARTICLE XII. INDEMNIFICATION AND INSURANCE

Each Party shall indemnify and hold harmless the other for claims arising from its own actions. Both Parties shall maintain adequate liability insurance.

ARTICLE XIII. COLLABORATION AND DISPUTE RESOLUTION

The Parties shall confer regularly to resolve operational issues. Any dispute shall first be addressed in good faith, then submitted to non-binding mediation prior to termination for cause.

ARTICLE XIV. MISCELLANEOUS

This Agreement may be amended only by written instrument executed by both Parties. It constitutes the entire understanding between the Parties and may be executed in counterparts.

EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

OAK PARK TOWNSHIP By: _____ Name: Title: Township Supervisor Date:	VILLAGE OF OAK PARK By: _____ Name: Title: Village Manager Date:
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EXHIBIT 1 FUNDING SCHEDULE

The Township will submit monthly invoices to the Village for costs incurred carrying out the services outlined in this agreement. Invoices shall be submitted within 30 days of the end of each month. A complete invoice will include the following.

- Summary sheet showing:
 - The time the bill covers.
 - The names and roles of the people billing hours.
 - The rates they are charging.
 - The amount of direct assistance provided to households within the following categories.
 - Rental/Mortgage assistance
 - Security deposit/ Move-in fee assistance
 - Utility assistance
 - Short-term emergency cost assistance
 - The total cost for the bill.
- Back up documentation for all costs shown on the summary sheet.
 - The dates and staff hours billed for the project.
 - Back up documentation for all staffing costs.
 - Receipts for all expenses, including all direct assistance provided.
- Reporting information on:
 - Number of households assisted, both overall and within each assistance bucket during this billing period.
 - Number of households assisted, both overall and within each assistance bucket to date.
 - Months of rental assistance provided during this period.
 - Demographic information about who has been served to-date.