

SUBRECIPIENT GRANT AGREEMENT

THIS SUBRECIPIENT GRANT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into as of the day of _____ September, 2024 between the VILLAGE OF OAK PARK, Illinois (hereinafter referred to as the “Village”) and PACTT LEARNING CENTER, an Illinois not-for-profit corporation (hereinafter referred to as the “Subrecipient”).

RECITALS

WHEREAS, the Village has applied for Community Development Block Grant (hereinafter referred to as “CDBG”) funds from the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter “the Act”); and

WHEREAS, Subrecipient has applied to the Village for CDBG funds for the 2024 Program Year; and

WHEREAS, the Village has considered and approved the application of Subrecipient and hereby agrees to distribute to Subrecipient a portion of the total CDBG funds allotted to the Village by HUD, with the portion distributed to Subrecipient being in the amount provided in this Agreement and upon the conditions set forth herein; and

WHEREAS, the Village and Subrecipient, acting through their respective Boards are each authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as though fully set forth herein.

2. SCOPE OF SERVICES.

A. Subrecipient’s project schedule and project budget (hereinafter collectively referred to as “the Project”) are set forth in the Subrecipient’s Program Year 2024 Community Development Block Grant Program Proposal attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as the “Subrecipient’s Proposal”).

B. The Project will proceed in accordance with the terms of this Agreement, the Subrecipient’s Proposal and all laws and regulations referenced in this Agreement. Any changes(s) in the Project must be approved by the Village prior to the Subrecipient incurring any Project costs or implementing any substantial Project modifications. Such approval shall only be effective if authorized by a written amendment to this Agreement.

C. The funds to be provided by the Village to Subrecipient pursuant to this Agreement shall be used to partially pay for window replacement at the Harvey Avenue group home for adults with autism. A total of 70 persons (22 Oak Park persons) will benefit.

3. ALLOCATION OF FUNDS.

A. The Village shall distribute to Subrecipient as Subrecipient's portion of the total grant received by the Village from HUD a maximum of thirty-nine thousand two hundred dollars (\$39,200) (hereinafter referred to as the "Grant Funds") to be paid in accordance with the terms of this Agreement. The Subrecipient acknowledges and agrees that only those budget line items and percentages that appear in its Program Year 2024 Project Budget will be considered for reimbursement through the Grant Funds.

B. The Grant Funds shall not be used for ineligible or unallowable costs, including costs incurred prior to the effective date of this Agreement as defined herein. In the event the Village does not receive the Grant Funds from HUD, the Village shall not provide the Grant Funds, or any other funds, to Subrecipient.

4. PAYMENT.

A. The Village shall make all Grant Funds payments on a reimbursement basis. To request a payment of Grant Funds, the Subrecipient must submit a request for payment to the Village in the form of an invoice, together with such supporting documentation as the Village deems necessary in its discretion to support the invoice. The Village shall only reimburse the Subrecipient for approved expenditures to the maximum of the allocated Grant Funds for the Project.

B. The Village may refuse to reimburse the Subrecipient if the Subrecipient is not in compliance with any applicable law, rule or regulation or this Agreement. In such case, the Village shall assist the Subrecipient to bring the Project into compliance.

C. The Subrecipient shall submit invoices to the Village for reimbursement monthly for the first quarter (a separate invoice for October, November and December, 2024, respectively) and at least quarterly for the last three quarters of the Program Year, as defined below. Final project invoices must be submitted to the Village no later than October 31, 2025. Any invoices submitted after October 31, 2025 shall not be paid by the Village.

5. PROGRAM YEAR.

A. The Subrecipient shall perform the Project beginning October 1, 2024 and ending on September 30, 2025 (hereinafter referred to as the "Program Year").

B. The Project shall be completed no later than September 30, 2025. Project costs shall not be incurred after the Program Year.

C. If the Subrecipient is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to the Village and request an extension of time for completion of the Project. The Subrecipient shall request an extension from the Village in writing at least thirty (30) days before the end of the Program Year. The Village shall either grant or deny the request for an extension in its discretion and shall provide notice to the Subrecipient of its grant or denial of the request.

D. The Subrecipient shall return any funds not expended by the end of the Project to the Village. All funds obligated or committed by the Subrecipient to contractors, suppliers, etc. during the Program Year must be expended by the end of the Program Year unless an extension has been given to the Subrecipient. The Subrecipient shall have 30 days after the close of the Program Year to request reimbursement for costs incurred for the Project, unless an extension has been granted pursuant to this Agreement.

6. COMPLIANCE WITH LAWS AND REGULATIONS.

A. The Subrecipient shall comply with the applicable provisions Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.* (hereinafter referred to as the "Act"), and all applicable rules and regulations promulgated under the Act by the Department of Housing and Urban Development (HUD), including, but not limited to 24 CFR Part 570, and all other applicable federal, state, county and local government laws, ordinances or regulations which may in any manner affect the performance of this Agreement, including but not limited to those set forth herein, and those identified in the document titled "Assurances," attached hereto and incorporated herein by reference as Exhibit B.

B. The Subrecipient shall comply with the applicable administrative requirements set forth in the Code of Federal Regulations at 2 CFR 200.

C. The Subrecipient shall comply with the following in its performance of the Project:

1. Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice;

2. Take action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such action

including, but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, selection for training, including apprenticeship; and

3. The Village's Reaffirmation of Equal Employment Opportunity Policy ("EEO"), attached hereto and incorporated herein by reference as Exhibit C.

D. Subrecipient agrees not to violate any state or federal laws, rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected officials of the Subrecipient in the Project or payments made pursuant to this Agreement.

E. Subrecipient agrees that, to the best of its knowledge, neither the Project nor the funds provided therefore, nor 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 of the United States Code, otherwise known as the "Hatch Act."

F. Subrecipient shall be accountable to the Village for compliance with this Agreement in the same manner as the Village is accountable to the United States government for compliance with HUD guidelines.

G. The Village, as a condition to Subrecipient's receipt of Grant Funds, requires Subrecipient, when applicable, to assist in the completion of an environmental review as needed for the Project.

H. Subrecipient shall permit the authorized representatives of the Village, HUD, and the Comptroller General of the United States to inspect and audit all data and reports of Subrecipient relating to its performance of this Agreement.

I. Subrecipient agrees and authorizes the Village to conduct on-site reviews, examine personnel and employment records and to conduct other procedures or practices to assure compliance with these provisions. The Subrecipient agrees to post notices, in conspicuous places available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

J. The Village will provide technical assistance as needed to assist the Subrecipient in complying with the Act and the rules and regulations promulgated for implementation of the Act.

K. The Project shall be administered in accordance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including the federal Davis-Bacon Act and related acts, requirements, environmental regulations, and all conditions and exhibits attached hereto. Eligible costs are limited to those associated with the scope of the Project described

herein. It is mutually understood that allocated funds are to be expended by the Subrecipient. The Subrecipient shall provide documentation to the Village as required to sufficiently document financial compliance, the beneficiaries of the Project, and compliance with applicable laws concerning equal opportunity and non-discrimination. This Agreement is subject to the completion of the environmental review in accordance with 24 CFR Part 58 and HUD regulations set forth in 24 CFR Part 58, as amended. The Village shall receive approval of a "Request for Release of Funds" from HUD before the Subrecipient enters into any written contracts pursuant to this Agreement. If the environmental review requires conditions to mitigate any environmental impacts, the Village shall enter into an agreement with any applicable purchaser and ensure any conditions set forth in the environmental review shall be undertaken.

7. REPORTING AND RECORD KEEPING.

A. Subrecipient's Maintenance of Required Records. Subrecipient shall maintain records to show actual time devoted and costs incurred in connection with the Project. Upon fifteen (15) days' notice from the Village, originals or certified copies of all timesheets, billings, and other documentation used in the preparation of said Progress Reports required pursuant to Section 7(C) below shall be made available for inspection, copying, or auditing by the Village at any time, during normal business hours.

B. Subrecipient's documents and records pursuant to this Agreement shall be maintained and made available during the Project Period and for three (3) years after completion of the Project. The Subrecipient shall give notice to the Village of any documents or records to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said documents and records and to require Consultant to deliver same to the Village. The Subrecipient shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of Grant Funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Subrecipient agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any Grant Funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Subrecipient shall make the documents and records available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois

Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

C. Quarterly Progress Reports & Final Report. Subrecipient shall prepare and submit a quarterly Progress Report to the Village reporting on the status of the Project. Project progress is to be implemented based on the Project timeline set forth in the Proposal, listed below. The information provided in the Progress Reports shall be forwarded to the United States Department of Housing and Urban Development and shall be made available to the Village’s Community Development Citizen Advisory Committee in order to determine the success or failure of the Project.

All Progress Reports, unless otherwise specifically noted, shall be due by the 15th day of the month following the end of each quarter and shall contain data obtained during the preceding three months. The Subrecipient shall be required to submit a final report at the end of the Project in lieu of the last Progress Report.

The following timeline shall be applicable:

1 st Quarter: October-December, 2024	Progress report due by January 15, 2025
2 nd Quarter: January–March, 2025	Progress report due by April 15, 2025
3 rd Quarter: April–June, 2025	Progress report due by July 15, 2025
4 th Quarter: July–September, 2025	Progress report/Final report due by October 15, 2025

Each quarterly Progress Report and the Final Report shall include information regarding activity compliance pursuant to the national objective criteria set forth in 24 C.F.R. Section 208 (2) and 570 and in Section 2 - Scope of Services. See the attached formats Exhibits D & E. The Village may request additional reports from the Subrecipient as necessary to comply with any applicable federal law requirements.

D. Penalty for Late Submission of Quarterly Reports or Final Report. In the event the Subrecipient does not provide the Village with any report within the required time period, the Village shall withhold \$25.00 from the Grant Funds for each business day the report remains overdue. Funds charged for failure to submit a required report shall be deducted from the total Grant Funds and the amount allocated to reimburse for the scope of services shall be reduced accordingly. It is the Subrecipient’s sole responsibility to be aware of the reporting schedule and to provide the Village with timely reports.

E. Subrecipient will keep and maintain such records and provide such reports and documentation to the Village as the Village deems necessary to further its monitoring obligations.

8. MONITORING AND PERFORMANCE DEFICIENCIES.

A. Village Project Monitoring. The Village will monitor the Subrecipient's planning and implementation of the Project on a periodic basis to determine Subrecipient's compliance with all laws, rules and regulations and to determine whether Subrecipient is adequately performing and operating the Project in accordance with the approved Project guidelines. Subrecipient acknowledges the necessity for such monitoring and agrees to cooperate with the Village in this effort by providing all requested records and information and allowing such on-site visits as the Village determines is necessary to accomplish its monitoring function.

B. Performance Deficiency Procedures. The Village may take such actions as are necessary to prevent the continuation of a performance deficiency, to mitigate, to the extent possible, the adverse effects or consequences of the deficiency, and to prevent a recurrence of the deficiency. The following steps outline the general procedure the Village will use when it becomes aware of a performance deficiency. The Village is not bound to follow these steps. Depending on the seriousness of the deficiency, the Village may take any steps it deems necessary to address the deficiency, including immediate termination of the Project and any other remedies available by law.

1. When an issue involving a performance deficiency arises, including performance reporting requirements, the Village will first attempt to resolve the issue by informal discussions with the Subrecipient. The Village will attempt to provide Technical Assistance, to the maximum extent practicable, to help the Subrecipient successfully resolve the performance issue.
2. If discussion does not result in correction of the deficiency, the Village will schedule a monitoring visit to review the performance area that must be improved. The Village will provide the Subrecipient with a written report that outlines the results of the monitoring. Generally this report will include a course of corrective action and a time frame in which to implement corrective actions.
3. If, despite the above efforts, the Subrecipient fails to undertake the course of corrective action by the stated deadline, the Village will notify the Subrecipient in writing that its Project is being suspended. CDBG funds may not be expended for any Project that has been suspended.
4. The Village's written suspension notice will include a specified, written course of corrective action and a timeline for achieving the changes. Generally, corrective action plans will require a 15 to 60 day period of resolution (depending upon the performance issue).

5. The Village may lift a suspension when the performance issue has been resolved to the satisfaction of the Village. The Village will release a suspension by written release signed by the Village Manager or her designee.

C. Unresolved Performance Deficiencies. Subrecipient's failure, in whole or in part, to meet the course of corrective action to have a suspension lifted, shall constitute cause for termination pursuant to the procedures set forth in Section 9 below.

9. TERMINATION.

This Agreement may be terminated as follows:

A. By Fulfillment. This Agreement will be considered terminated upon fulfillment of its terms and conditions.

B. By Mutual Consent. The Agreement may be terminated or suspended, in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to the Agreement.

C. Lack of Funding. The Village reserves the right to terminate this Agreement, in whole or in part, in the event expected or actual funding from the Federal government or other sources is withdrawn, reduced or eliminated.

D. For Cause. The Village may terminate this Agreement for cause at any time. Cause shall include, but not be limited to:

1. Improper or illegal use of funds;
2. Subrecipient's suspension of the Project; or
3. Failure to carry out the Project in a timely manner.

E. Termination for Illegality. This Agreement shall be subject to automatic termination due to the Subrecipient's improper or illegal use of the Grant Funds. Notice of termination for illegality shall be provided by the Village to Subrecipient pursuant to Section 18 below.

10. REVERSION OF ASSETS.

A. At the termination of this Agreement, Subrecipient shall transfer to the Village any CDBG funds on hand, and any accounts receivable attributable to the use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of

a loan) in excess of \$25,000 must be either:

1. Used to meet one of the national objectives in Section 570.208 for a period of five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
2. If not so used, Subrecipient shall then pay to the Village an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property, which payment shall be considered program income to the Village, as required by law. Such change in use or property disposition will be reported to the Village within 30 days of the intent to dispose of said property. Promissory notes, deeds of trust or other documents may additionally be negotiated as a term for receipt of funds.

C. If Subrecipient intends to dispose of any real property acquired and/or improved with CDBG funds, Subrecipient must report, in writing, to the Village, such intent to dispose of said property 30 days prior to the negotiation and/or agreement to dispose of said property.

D. For a period of 5 years after the Project Year, Subrecipient will provide the Village with an annual report inventorying all real property acquired or improved with CDBG funds and certifying its use in accordance with the CDBG National Objectives.

11. REMEDIES.

A. In the event of any violation or breach of this Agreement by Subrecipient, misuse or misapplication of funds derived from the Agreement by Subrecipient, or any violation of any laws, rules or regulations, directly or indirectly, by Subrecipient and/or any of its agents or representatives, the Village shall have the following remedies:

1. The Subrecipient may be required to repay the Grant Funds to the Village;
2. To the fullest extent permitted by law, the Subrecipient will indemnify and hold the Village harmless from any requirement to repay the Grant Funds to HUD previously received by the Subrecipient for the Project or penalties and expenses, including attorneys' fees and other costs of defense, resulting from any action or omission by the Subrecipient; and
3. The Village may bring suit in any court of competent jurisdiction for repayment of Grant Funds, damages and its attorney's fees and costs, or to seek any other lawful remedy to enforce the terms of this Agreement, as a result of any action or omission by the Subrecipient.

12. INDEPENDENT CONTRACTOR. Subrecipient is and shall remain for all purposes an independent contractor and shall be solely responsible for any salaries, wages, benefits, fees or other compensation which she may obligate herself to pay to any other person or consultant retained by her.

13. NO ASSIGNMENT. Subrecipient shall not assign this Agreement or any part thereof and Subrecipient shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the Village having first been obtained.

14. AMENDMENTS AND MODIFICATIONS.

A. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties.

B. No such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Subrecipient.

15. SAVINGS CLAUSE. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT.

A. This Agreement sets forth all the covenants, conditions and promises between the parties.

B. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW, VENUE AND SEVERABILITY.

A. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

B. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring

any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

18. NOTICES.

A. All notices or invoices required to be given under the terms of this Agreement shall be given by United States mail or personal service addressed to the parties as follows:

For the Village:

Community Services Administrator
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

For Subrecipient:

Executive Director
PACTT Learning Center
712 Belleforte Avenue
Oak Park, Illinois 60302

B. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

19. EFFECTIVE DATE. The effective date of this Agreement as reflected above shall be the date that the Village Manager for the Village of Oak Park executes this Agreement.

20. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

21. CAPTIONS AND SECTION HEADINGS. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

22. NON-WAIVER OF RIGHTS. No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

23. ATTORNEY'S OPINION. If requested, the Subrecipient shall provide an opinion by its attorney in a form reasonably satisfactory to the Village Attorney that all steps necessary to adopt this Agreement, in a manner binding upon the Subrecipient have been taken by the Subrecipient.

24. BINDING AUTHORITY. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

PACTT LEARNING CENTER

Name: Kevin J. Jackson
Title: Village Manager

Name:
Title:

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

Name: Christina M. Waters
Title: Village Clerk

Name:
Title:

Date: _____, 2024

Date: _____, 2024

**EXHIBIT A
SUBRECIPIENT'S PROPOSAL**

Submission information

Form: Village of Oak Park Community Development Block Grant (CDBG) Submission Form ⁽¹⁾
Submitted by pactt
Fri, 2024-02-16 12:04
172.16.0.102

Applicant Information

Provide the following information about your organization and the project your organization is proposing.

A. Organization Information

1. Organization Name

PACTT Learning Center

2. Organization Mailing Address

712 Belleforte Avenue

3. Organization Phone Number

773-338-9102

4. Executive Director

Kristen Huffman-Gottschling

5. Executive Director's Email Address

kgottschling@pactt.org

6. Unique Entity Identifier (UEI#)

JGVFLVDJGKK8

7. Project Manager/Primary Contact for proposal

Terry Herbstritt

8. Did you attend the mandatory PY2024 grants workshop?

Yes

If yes, who from your organization attended?

Darien Bloom

What is your organization's fiscal year?

July 1 to June 30

B. Agency Overview

1. Background and Need

PACTT is an outgrowth of the need to provide appropriate and meaningful educational and vocational opportunities for those living with resource-intensive autism. In the early 1990s, these students were served in the graduate psychology program department at Loyola

University in Chicago. Later these students needed access to other educational opportunities as Loyola was changing its focus and could no longer support the school on their campus. Most of the students with diagnoses other than autism were able to find placement in other educational facilities. The students living with the most resource-intensive form of autism could not and were at risk of being placed in a less-than-ideal learning situation without the support needed to foster success or growth. Several teachers and parents formed PACTT in 1993.

PACTT's mission is to assist individuals with autism in becoming as independent as possible with the ability to integrate effectively into their homes and communities. This includes meaningful interactions with the community in the most organic way possible by creating opportunities for unscripted and natural interactions with the community.

PACTT services to this high need autism community is expensive in time, talent and treasure. To maintain service delivery and infrastructure goals PACTT needs the support of private donors, foundations and governmental grants to fill the operational budget holes as well as meet the infrastructure needs of the agency.

Through a partnership with Keystone Alliance, PACTT employs a robust financial management system to oversee the tracking and reporting of its programs and projects. Leveraging Keystone Alliance's extensive experience in nonprofit financial management, and back-office support PACTT ensures sound fiscal practices and reporting processes.

PACTT has over 30 years of program management. Compliance and reporting is an integral part of PACTT's measurement of programs' impact and success. The government organizations PACTT receives reimbursement have ongoing and complex reporting requirements. Participant progress is measured through standard and unique metrics that are tracked and reported on a quarterly schedule. These necessities have honed PACTT's skill and processes in collecting, collating and reporting data.

PACTT has a long history of successful collaboration with agencies including Intersect for Ability, Illinois Department of Education, the Park and Recreation Department of Oak Park, Oak Park Apartments, and others. Each collaboration serves the person-centered service delivery that is the cornerstone of PACTT's mission.

2. Type of Organization

Non-profit

3. Does your organization meet the national objective of benefitting low to moderate income persons?

Yes

4. CDBG Eligible Populations

- Severely disabled adults
- 51% or more low/moderate income persons
- Mental Health

5. How is Diversity, Equity, and Inclusion (DEI) incorporated in your request for CDBG funds?

Diversity Equity and Inclusion Action Plan

Beginning in 2021, PACTT has established a plan to address equity and representation at the organization. This includes focusing on racial equity, anti-racist and oppressive practices and policies, and assuring that the diversity that is the PACTT community is represented at all levels of the organization. The work on this plan will be impacted by the continued focus on the pandemic. Timelines are such to allow for time to work through each step fully given this challenge.

6. Does your organization have a DEI policy?

Yes

DEI policy

[pactt_dei_action_plan_1.docx](#) [2]

7. Did you return any CDBG funds in PY2022?

No

If you returned funds, please explain why

C. Project Narrative

1. Project Title

Window and roof replacement at the Harvey Avenue group home for adults with autism.

2. Project Description

PACTT Learning Center, in solidarity with the Village of Oak Park's Comprehensive Climate plan seeks support to replace the windows in PACTT's adult group home (CILA) located at 119 S. Harvey Avenue. This project will , increase energy efficiency by reducing heating and cooling costs as well as improve the safety of residents around aging and malfunctioning windows. CDBG funds will be used for the purchase and installation of the new windows.

3. Project Location (if different from above)

119 S. Harvey Avenue - Oak Park , Illinois

4. Which eligible activity will be reached/met through this project with CDBG funds?

- Handicapped Services (05B)
- Mental Health Services (050)

5. Describe how your proposed program will meet the eligible activity with CDBG funds

The goal of this project is to improve energy efficiency, enhance the safety of residents and reduce heating and cooling costs in our Oak Park CILA. This project provides improved living conditions for low-income, disabled residents in Oak Park. This initiative illustrates PACTT's commitment to sustainability, autism friendly environments, and participant safety. All are essential factors in creating a supportive living environment for this vulnerable population.

In keeping with the Village of Oak Park's Comprehensive Climate plan, implementing energy-efficient measures not only reduces utility costs but also contributes to environmental conservation efforts. Lowering noise levels can significantly improve the quality of life for residents, especially for those that experience sensory issues.

By prioritizing these aspects, PACTT is not only meeting the immediate needs of its residents but also investing in the long-term sustainability and resilience of its properties. This project aligns with PACTT's mission to provide suitable living environments and demonstrates its commitment to serving the autism population of the Oak Park community.

D. Approach

PACTT's initiatives demonstrate a thoughtful and forward-thinking approach to facility management, sustainability, and community service. PACTT is taking a proactive approach to enhance the energy conservation and functionality of the 119 Harvey Avenue CILA residence, aligning its efforts with Oak Park's Comprehensive Climate Plan. By exploring options to improve the roofing and window systems, PACTT aims to reduce energy consumption while ensuring the

architectural integrity of the building is maintained. PACTT's facilities manager has initiated a call for bids and is charged with ensuring that the new materials not only contribute to reducing energy costs but also complements the architectural aesthetics of the surrounding buildings. Residential services of this caliber are rare as they are unique. PACTT is the only organization providing these services to the autism community here in Oak Park. PACTT's unique position as the sole provider of residential services to a segment of the autism population requires the highest level of support. This underscores the importance of ensuring that the building's infrastructure is well-maintained and equipped to support its residents for years to come. The emphasis on sustainability reflects PACTT's commitment to long-term planning and environmental responsibility. Additionally, the recognition of the building's role as a primary residence for individuals aging in place underscores PACTT's dedication to meeting the evolving needs of its community.

Is this a new or a quantifiable increase in the level of existing service from a PY23 program?

Yes

Total Oak Park Low/Moderate Income Persons Served Annually

20

Persons served form

[pactt_learning_center_py24_persons_served.xlsx](#) [3]

E. Budget Narrative

Budget Worksheet

[pactt_learning_center_py24_cdbg_project_budget_-_other_revenue_summary.xlsx](#) [4]

1. Total CDBG dollars requested

\$ 50,200

2. Total project budget

\$ 50,200

3. Budget description

Roof

- Strip roof to deck; replace damaged roof boards.
- Install 240 lb asphalt-fiberglass architectural shingle with 15# synthetic underlayment and 36" ice and water shield membrane. Overlay front flat canopy with modified bitumen and metal perimeter flashing.
- Replace air vents and plumbing vent flashings with pre-soldered lead collars.
- Flash chimney base and walls with ice and water shield, right angle tins and prefinished aluminum counter flashing.
- Furnish and install new seamless aluminum 5" gutter; retain existing downspouts.
- Remove debris; provide dumpster and permit.
- \$800 for 6" gutter.
- \$70 per plywood sheet additional
- Damaged roof board replaced at \$5 per lineal ft.
- 7-yr guarantee against leaking
- Limited lifetime material warranty

Estimated total \$14,200

Windows

- 110 x 38
 - 1/4 slider / 1/2 picture / 1/4 slider
 - 2- 110 x 60
 - 1/4 slider / 1/2 picture / 1/4 slider
 - 74 x 38
 - 1/4 slider / 1/2 picture/ 1/4 slider
 - 74 x 38
 - 1 stationary slider
 - 74 x 46
 - 1 stationary slider
 - 2- 36 x 60 Double Hung
 - 3- 36 x 38 Double Hung
 - 6- 36 x 48 Double Hung
 - 28 x 48 Double Hung
 - 2- 28 x 40 Double Hung
 - 16- 38 x 42 Double Hung
- Estimated cost \$ 36,000

PACTT is asking for \$25,000 of the 36,000 for the windows.

F. Program Eligibility

1. Meeting Outcomes

The upgrade of the windows and roof systems will benefit every participant residing in the house, both currently and in the future. PACTT remains committed to delivering residential services in this building. The decrease in operational costs not only supports our mission but also simplifies maintenance, ensuring we can continue to deliver high-quality services to our participants.

2. Successes and challenges

NA

3. Intended accomplishments

The immediate objective of this initiative is to reduce energy usage, aligning with Oak Park's Climate Action Plan, while ensuring the structural soundness of the building and adhering to the aesthetic standards of the neighborhood. By diminishing energy consumption, operational costs are directly impacted, a crucial consideration during a period of reduced financial support from state and federal sources. Active involvement in the Village Climate Plan is a fundamental responsibility for residents in the community.

Looking ahead, the overarching intention is to ready the building to accommodate individuals with autism throughout their lifespan. This ambition is in line with PACTT's commitment to person-centered care. This commitment entails supporting participants at every phase of life, from education and vocational training to employment and residence in the CILA. This building will be the residents' home potentially for life and it's imperative that the building facilitates residents' needs across all life stages, including aging in place and end-of-life care. PACTT is proactively strategizing to meet the evolving needs of our residents throughout their life journey, with the window and roof projects forming integral components of this comprehensive plan.

4. Project management process

Due to the uniqueness and scarcity of services that PACTT provides, coupled with the absence of replicated services in Oak Park, PACTT has chosen not to actively pursue marketing efforts to expand its participant base. Consistently, PACTT maintains a waitlist for its residential program. However, we have a comprehensive overview of our services in our

annual report. Moreover, PACTT remains engaged with other agencies by regularly updating them on the status of our programs through our involvement in the Community Mental Health Board Developmental Disability Consortium and Intersect for Ability.

5. Income Documentation

PACTT has in place a financial policy that outlines how participant funds are handled and documented. Beyond that, each participant's trust money is kept in a segregated agency account and balances are monitored and reconciled via individual Quickbook accounts. In accordance with Rule 116 PACTT maintains required medical records for each participant served in the residential program. There are procedures in place to ensure the procurement of required records upon placement, obtaining required consents from guardians, and required annual assessments. All of these records are coded to ensure accuracy and confidentiality.

6. Procurement and Management Process

PACTT has several years of experience managing maintenance and capital projects, regularly upgrading and maintaining housing facilities. This expertise ensures a comprehensive understanding of the procedures and requirements inherent in projects of this scope. The facility's manager will play a pivotal role in overseeing the bidding process, ensuring work quality, and tracking associated expenses, including navigating any state or local permitting procedures.

To streamline administrative tasks, Keystone Alliance, PACTT's chosen back-office provider, will handle receipt processing and vendor payments. Moreover, the executive director will be available to address any decisions that may deviate from the initial project scope and will closely monitor the payment process to ensure efficiency and accuracy.

7. Public Facility Improvement Details

All of the participants in this program are Oak Park residents. This project will not require additional funding beyond the requested level.

Attachments

Attach the following documents, with the saved name formatted as required (see Application Instructions).

Timeline

[pactt_learning_center_py24_timeline_form_1.docx](#) ^[5]

Logic model

[pactt_learning_center_py24_cdbg_logic_model_3.docx](#) ^[6]

Articles of Incorporation and By-Laws

[pactt_articles_of_incorporation.pdf](#) ^[7]

Non-Profit Determination (IRS Letter)

[501c3_determination.pdf](#) ^[8]

List of Board of Directors

[pactt_board_directory.pdf](#) ^[9]

Organizational Chart

[pactt_learning_center_organizational_chart.docx](#) ^[10]

Resumes

[cv_khg_2023_1.pdf](#) ^[11]

Financial Statement and Audit

[pactt_learning_center_audited_financial_statements_short_12.31.22.pdf](#) [12]

Conflict of interest statement

[board_member_conflict_of_interest_policy_agreement.docx](#) [13]

Anti-lobbying statement

[pactt_anti-lobby_letter.pdf](#) [14]

EEO Form

[py24_eeo_report_chart_completed.doc](#) [15]

Statement of ADA Compliance

[ada_compliance_1.doc](#) [16]

Support Statements

[pactt_learning_center_proof_of_ownership.pdf](#) [17]

Project client evaluation tool

[client_evaluation_tools.pdf](#) [18]

Beneficiary Form

[pactt_py24_cdbg_beneficiary_form_1.docx](#) [19]

Certificate of insurance

[pactt_acord.pdf](#) [20]

3. Proposal Agency Information and Verification

Name of Authorized Official of Applicant Organization

Terry Herbstritt

Title of Authorized Official of Applicant Organization

Development Director

Date of Submittal

Thu, 2024-02-29

Do you have a CDBG application guide?

Yes

Affirmation

I agree

Source URL: <https://www.oak-park.us/node/3346/submission/42277>

Links

[1] <https://www.oak-park.us/village-oak-park-community-development-block-grant-cdbg-submission-form> [2] https://www.oak-park.us/sites/default/files/webform/pactt_dei_action_plan_1.docx [3] https://www.oak-park.us/sites/default/files/webform/pactt_learning_center_py24_persons_served.xlsx [4] https://www.oak-park.us/sites/default/files/webform/pactt_learning_center_py24_cdbg_project_budget_-_other_revenue_summary.xlsx [5] https://www.oak-park.us/sites/default/files/webform/pactt_learning_center_py24_timeline_form_1.docx [6] https://www.oak-park.us/sites/default/files/webform/pactt_learning_center_py24_cdbg_logic_model_3.docx [7] https://www.oak-park.us/sites/default/files/webform/pactt_articles_of_incorporation.pdf [8] https://www.oak-park.us/sites/default/files/webform/501c3_determination.pdf [9] https://www.oak-park.us/sites/default/files/webform/501c3_determination.pdf [9] https://www.oak-park.us/sites/default/files/webform/501c3_determination.pdf [9]

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EXHIBIT B - ASSURANCES

Subrecipient hereby certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Grant Funds in accordance with the Housing and Community Development Act of 1974 (“Act”), as amended, and will receive Grant Funds for the purpose of carrying out eligible community development activities under the Act, and under regulations published by the U.S. Department of Housing and Urban Development at 24 CFR Part 570. Also, Subrecipient certifies with respect to its receipt of Grant Funds that:

1. 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 Subrecipient to execute the agreement, all understandings and assurances contained therein, and directing the authorization of the person identified as the official representative of Subrecipient to act in connection with the execution of the agreement and to provide such additional information as may be required.

2. Subrecipient shall conduct and administer the Project for which it receives Grant Funds in compliance with:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Section 1 (24 CFR 570.601(a)(1));

b. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), 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 (24 CFR 570.601(a)(2))

c. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107. [24 CFR 570.601(b)].

d. Section 109 of the Housing and Community Development Act, prohibiting discrimination based on of race, color, national origin, religion, or sex, and the discrimination prohibited by Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), and the Age Discrimination Act of 1975 (P.L. 94-135), as amended and implementing regulations when published. (24 CFR 570.602);

e. The employment and contracting rules set forth in (a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

- f. The employment and contracting rules set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR part 135; 24 CFR 570.607.
- g. The Uniform Administrative Requirements and Cost Principles set forth in 2 CFR 200.
- h. The conflict of interest prohibitions set forth in 24 CFR 570.611.
- i. The eligibility of certain resident aliens requirements in 24 CFR 570.613.
- j. The Architectural Barriers Act and Americans with Disabilities Act requirements set forth in 24 CFR 570.614.
- k. The Uniform Administrative Requirements in 2 CFR 200.
- l. Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Section 60.

3. All procurement actions and subcontracts shall be in accordance with applicable local, State and Federal law relating to contracting by public agencies. For procurement actions requiring a written contract, Subrecipient may, upon the Village's specific written approval of the contract instrument, enter into any subcontract or procurement action authorized as necessary for the successful completion of this Agreement. Subrecipient will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party to undertake all or any of the Project. Subrecipient may not award or permit an award of a contract to a party that is debarred, suspended or ineligible to participate in a Federal program.

Subrecipient will submit to the Village, the names of contractors, prior to signing contracts, to ensure compliance with 24 CFR Part 24, "Debarment and Suspension."

- 4. It has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction; against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 5. To the best of its knowledge and belief no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of 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 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.

EXHIBIT C
VILLAGE OF OAK PARK REAFFIRMATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY
(EEO)

APPENDIX V

REAFFIRMATION STATEMENT

MARCH 31, 1997

**REAFFIRMATION OF
EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)
VILLAGE OF OAK PARK**

It is the policy of the Village of Oak Park to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability, or status as a disabled veteran or Vietnam era veteran. The Village is committed to this policy because of legal requirements set forth in the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a racially and culturally diverse community. Equal Employment Opportunity within the Village government is essential if Oak Park is to effectively pursue community-wide goals of racial diversity and increased economic opportunity. EEO is, therefore, a legal, social, moral and economic necessity for the Village of Oak Park.

Chapter 13, Article III of the Code of the Village of Oak Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Manual provide a mechanism for reporting any such practice to the Village Manager, who is empowered to hold hearings and issue decisions on such matters in behalf of the Village.

Policy statements alone are not sufficient, however, to address longstanding social barriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Oak Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and retain qualified female, minority, and disabled employees in the Village work force.

Responsibility for administering the Village of Oak Park's Equal Employment Opportunity/Affirmative Recruitment Plan lies with the Village Manager, who is assisted by the Human Resources Director in implementing policies which ensure Equal Employment Opportunity within the Village work force. Ultimately, however, the Village's EEO/Affirmative recruitment efforts will succeed only with the cooperation of all Village employees. Each of us is responsible for creating a work environment which encourages full participation by women, minorities and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the best talent available for serving the residents of Oak Park.



Carl Swenson
Village Manager

Exhibit D: PY 2024 Quarterly Report Form, Oak Park CDBG Program

Subrecipient:	
Project Name:	
Prepared by:	Email:

Accomplishment Narrative: Describe your successes and challenges meeting your project goals this quarter, or for entire year if at the Final stage.

Beneficiaries by Race and Ethnicity	Q1		Q2		Q3		Q4		TOTAL	
	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY
	<i>All unduplicated persons served during the reporting period should be included. Do not count a person in more than one quarter. If a person identifies as Hispanic, they also need to be counted under a race</i>									
	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic	(Including Hispanic)	Hispanic
White									0	0
Black/African American									0	0
Asian									0	0
American Indian or Alaska Native									0	0
Native Hawaiian or Other Pacific Islander									0	0
American Indian or Alaska Native AND White									0	0
Asian AND White									0	0
Black/African American AND White									0	0
American Indian /Alaska Native AND Black/African American									0	0
Other Multi-Racial									0	0
0	0	0	0	0	0	0	0	0	0	0

Income Levels	Q1	Q2	Q3	Q4	Total
The total should equal the number from the Race and Ethnicity count above.					
Extremely low (0-30% of median income)					0
Low (31-50%)					0
Moderate (51-80%)					0
Non-Low/Moderate (81%+)					0
Total	0	0	0	0	0
Percent Low/Moderate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Total Oak Park Resident Beneficiaries	Total Oak Park Extremely Low/Low/Moderate Income Beneficiaries (0-80% median income)
Q1		
Q2		
Q3		
Q4		
Total	0	0

Project Goals	
Total of all persons benefitting (without regard to income or residency)	0
Number of all Extremely Low, Low and Moderate Income persons to be served	0
Percentage of LMI benefit	#DIV/0!
Number of all Oak Park persons benefitting	
Percentage of Oak Park persons benefitting	#DIV/0!
Number of Extremely Low, Low and Moderate Income Oak Park persons to be served	0

Exhibit E: PY 2024 Final Report Form, Oak Park CDBG Program

FINAL REPORT COMPONENT (Please explain even if you exceeded goals)

Did the beneficiary number change from the number proposed in the original application? If so, why?

Funds Expended on CDBG Activity	
Total CDBG Project Funds Expended	
<i>Other funds expended and their source:</i>	
Other Federal	
HUD Funding (non-CDBG)	
State	
Local government	
Private	
Other (specify source) in-kind food donations	
Total	0

Total All funds	0
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Signature of Authorized Official	Typed or Printed Name	Date