

**INTERDEPARTMENTAL AGREEMENT
BETWEEN
THE PUBLIC WORKS DEPARTMENT
AND
THE DEVELOPMENT CUSTOMER SERVICES DEPARTMENT**

The purpose of this Interdepartmental Agreement is to specify the respective roles of the Village of Oak Park ("VILLAGE"), the Village of Oak Park Public Works Department ("PUBLIC WORKS"), and the Village of Oak Park Development Customer Services Department ("DEVELOPMENT CUSTOMER SERVICES"), relative to the ADA Sidewalk Accessibility Improvement Project to be funded by the Program Year (PY) 2016 Community Development Block Grant (CDBG) Program.

On July 18, 2016, the VILLAGE approved the proposed project for PUBLIC WORKS for PY 2016. PUBLIC WORKS will implement the project as described below and in any attachments that are incorporated into this document. Any changes(s) in the project scope of service, budget, or location from the description in the funded project must be proposed to DEVELOPMENT CUSTOMER SERVICES for approval prior to incurring any project costs or implementing any substantial project modifications. The Agreement may be amended in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

This project provides \$150,000 in PY 2016 CDBG funds to PUBLIC WORKS to make ADA-compliant accessibility improvements to Village sidewalks to eliminate sidewalk mobility hazards that create barriers to persons with disabilities and to comply with ADA guidelines.

This project will be administered in accordance with all applicable federal, state and local laws, codes, ordinances and regulations, including Davis-Bacon (and Related Acts) requirements, and all conditions and exhibits attached. Eligible costs are limited to those associated with the scope of the project described above. It is mutually understood that allocated funds are to be expended by March 31, 2018. PUBLIC WORKS will provide documentation to DEVELOPMENT CUSTOMER SERVICES as required to sufficiently document financial compliance, the beneficiaries of the program including applicable census tract and block group, and compliance with the applicable laws concerning equal opportunity and non-discrimination.

Payments to PUBLIC WORKS will be made on a reimbursement basis. PUBLIC WORKS will submit Request for Payment forms to DEVELOPMENT CUSTOMER SERVICES, together with all necessary supporting documentation. PUBLIC WORKS agrees to conform, in disbursing funds to be reimbursed, with the requirements of the United States Department of Housing and Urban Development. It will be the responsibility of PUBLIC WORKS to be familiar with, and conform to, all applicable local, State and Federal regulations.

Urban Development. It will be the responsibility of PUBLIC WORKS to be familiar with, and conform to, all applicable local, State and Federal regulations.

The effective date of this Agreement shall be the date of release of all funds to the VILLAGE for Community Development Block Grant Program Year 2016, and no obligation on the part of DEVELOPMENT CUSTOMER SERVICES exists until such date.

The undersigned do hereby understand and agree to adhere to the above Letter of Agreement.



John Wielebnicki, Director
PUBLIC WORKS

11/22/16
Date



Tammie Grossman, Director
DEVELOPMENT CUSTOMER SERVICES

11/8/16
Date

c: attachments

EXHIBIT A PROJECT REPORTING

Progress Reports/Timelines

PUBLIC WORKS shall provide a quarterly Progress Report to the DEVELOPMENT CUSTOMER SERVICES reporting on the status of the project. Project progress is to be implemented based on the submitted proposal timeline incorporated into this agreement. The progress report is due to DEVELOPMENT CUSTOMER SERVICES by the 15th day of the month after the end of the quarter. A Final Project Close-out Report will be submitted instead of the final quarterly progress report. If the project is totally complete before the end of the 18-month period, the Final Project Close-out Report will be submitted 15 days after completion. The following schedule will apply:

1 st Quarter: October-December, 2016	Progress report due by January 15, 2017
2 nd Quarter: January-March, 2017	Progress report due by April 15, 2017
3 rd Quarter: April-June, 2017	Progress report due by July 15, 2017
4 th Quarter: July-September, 2017	Progress report due by October 15, 2017
5 th Quarter: October-December, 2017	Progress report due by January 15, 2018
6 th Quarter: January-March, 2018	Final report due by April 15, 2018

The Progress Report shall include information regarding activity compliance with the national objective criteria described in 24 CFR 570.208 (2). See the attached formats Exhibit D & E.

**EXHIBIT B
ASSURANCES**

PUBLIC WORKS hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG funds in accordance with the Housing and Community Development Act of 1974 (the Act; Pub. L. 93-383), as amended, and will receive block 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, PUBLIC WORKS certifies with respect to the grant 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 PUBLIC WORKS to execute the agreement, all understandings and assurances contained therein, and directing the authorization of the person identified as the official representative of the PUBLIC WORKS to act in connection with the execution of the agreement and to provide such additional information as may be required.
2. Prior to executing this agreement, PUBLIC WORKS has:
 - a. met the citizen participation requirements of 24 CFR Section 570.301 (a)(2) and has provided citizens with:
 - (1) the estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate income; and
 - (2) its plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities.
3. The grant will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24CFR Section 1;
 - b. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; and that PUBLIC WORKS will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

- c. Section 109 of the Housing and Community Development Act, as amended and the regulations issued pursuant hereto;
 - d. Section 3 of the Housing and Urban Development Act of 1968, as amended;
 - e. Executive Order 11246, Equal Employment and Non-discrimination, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Section 60;
 - f. Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Section 60;
 - g. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended and implementing regulations when published for effect;
 - h. The Age Discrimination Act of 1975 (P.L. 94-135), as amended and implementing regulations when published for effect;
 - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Section 42;
 - j. The labor standards requirements as set forth in 24 CFR Section 570, Subpart K and HUD regulations issued to implement such requirements;
 - k. The environmental requirements listed in 24 CFR 570 and 24 CFR 58, and the lead based paint regulations listed in 24 CFR 35, Subpart K.
 - l. The flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.C. 93-234);
 - m. The regulations concerning the use of program income as set forth in 24 CFR Section 570.504;
- 4. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608;
 - 5. When a grant is in excess of \$100,000 it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (2 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection regulations (40 CFR Section 15), which

prohibit the use under non-exempt Federal contracts, grants or loans, of facilities included in the EPA list of Violating Facilities. The provision shall require reporting of violations to DEVELOPMENT CUSTOMER SERVICES, HUD, and to the USEPA Assistant Administrator for Enforcement;

6. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income persons or aid in the prevention or elimination of slums or blight; the application may also include activities that PUBLIC WORKS certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
7. 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, the 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. PUBLIC WORKS will remain fully obligated under the provisions of this contract Agreement notwithstanding its designation of any third party to undertake all or any of the project. PUBLIC WORKS 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.

PUBLIC WORKS will submit to DEVELOPMENT CUSTOMER SERVICES the names of contractors, prior to signing contracts, to ensure compliance with 24 CFR Part 24, "Debarment and Suspension."

8. It is following the current Village Consolidated Plan, which has been approved by HUD pursuant to 24 CFR Section 91.500;
9. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the ACT or with amounts resulting from a guarantee under section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by the VILLAGE to comply with the requirements of subparagraph (1).
10. 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;
11. 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 PUBLIC WORKS, 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.

clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the Department of Housing and Urban Development, or the VILLAGE.

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

Date: 11/22/16

Signed: [Signature]

Title Director of Public Works

EXHIBIT D - QUARTERLY REPORT FORM
PY 2016 Village of Oak Park CDBG – Quarterly Report
Report Unduplicated Beneficiaries

Quarter: _____
 Subrecipient: _____
 Project Name: _____
 Prepared By: _____

I. Narrative - Describe Quarterly Outcomes: _____

II. Unduplicated Project Beneficiaries, Income Section

_____ # Total Beneficiary Persons, regardless of income.

_____ # Moderate Income Beneficiaries, 51-80% of median income.

_____ # Low Income Beneficiaries, 31-50% of median income.

_____ # Very Low Income Beneficiaries, 0-30% of median income.

_____ # **TOTAL** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

_____ # **TOTAL OAK PARK RESIDENT** Beneficiaries.

_____ # **TOTAL OAK PARK** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

III. Beneficiaries Report

RACE AND HISPANIC ORIGIN

Persons (Universe: total unduplicated beneficiary persons, regardless of income)

Note that Hispanic (or Latino) is not classified as a race by the federal government.

RACE	# ALL (Including Hispanic)	# HISPANIC (Of This Race)
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native AND White		
Asian AND White		
Black/African American AND White		
American Indian /Alaska Native AND Black/African American		
Other Multi-Racial		
GRAND TOTAL CLIENTS		

EXHIBIT E - FINAL REPORT FORM
PY 2016 Village of Oak Park CDBG – Final Report, Page 1
 Complete for the entire 2016 program year
Report Unduplicated Beneficiaries

Subrecipient: _____
 Project Name: _____
 Prepared By: _____
 Job Title: _____

I. Narrative - Describe Program Year 2016 Outcomes: _____

II. Unduplicated Project Beneficiaries, Income Section

_____ # Total Beneficiary Persons, regardless of income.
 _____ # Moderate Income Beneficiaries, 51-80% of median income.
 _____ # Low Income Beneficiaries, 31-50% of median income.
 _____ # Very Low Income Beneficiaries, 0-30% of median income.
 _____ # **TOTAL** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

_____ # **TOTAL OAK PARK RESIDENT** Beneficiaries.
 _____ # **TOTAL OAK PARK** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

III. Beneficiaries Report

RACE AND HISPANIC ORIGIN

Persons (Universe: total unduplicated beneficiary persons, regardless of income)

Note that Hispanic (or Latino) is not classified as a race by the federal government.

RACE	# ALL (Including Hispanic)	# HISPANIC (Of This Race)
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native AND White		
Asian AND White		
Black/African American AND White		
American Indian /Alaska Native AND Black/African American		
Other Multi-Racial		
GRAND TOTAL CLIENTS		

↓ CONTINUED...

PY 2016 Village of Oak Park CDBG – Final Report, Page 2

IV. Did Beneficiary Number Change From Number Proposed in Original Application?

_____ _____
yes no

If yes, why? _____

V. Funds Expended on Activity:

a. Total CDBG Grant Funds Expended: \$ _____

b. Other Funds Expended and their Source (after the dollar amount, list the agency, etc – e.g. "HUD")

Federal: \$

State \$

Local Govt: \$

Private: \$

Other (specify source): \$

Other funds Subtotal: \$

c. TOTAL of All Funds Expended: \$ _____

VI. Please Sign and Date the Form

Signature of Authorized Official

Typed or Printed Name

Date
