#### SUBRECIPIENT GRANT AGREEMENT

THIS SUBRECIPIENT GRANT AGREEMENT is entered into as of the day of September, 2019 between the VILLAGE OF OAK PARK, Illinois (hereinafter the "Village") and the ALLIANCE TO END HOMELESSNESS IN SUBURBAN COOK COUNTY, an Illinois not-for-profit Corporation (hereinafter "Subrecipient").

#### **RECITALS**

WHEREAS, the Village has applied for Emergency Solutions Grant (ESG) Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by Stewart B. McKinney Homeless Assistance Act, as amended (hereinafter "the Act"), 42 U.S.C.A 11371, et. seq.; and

WHEREAS, Subrecipient has applied to the Village for ESG funds for the 2019 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 ESG 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. <u>INCORPORATION OF RECITALS.</u> 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 (collectively referred to as "the Project") are set forth in the Subrecipient's Program Year 2019 ESG Program Proposal, attached hereto and incorporated herein by reference as <a href="Exhibit A">Exhibit A</a> (hereinafter 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 assist 7,970 persons (325 Oak Park persons) experiencing, or at risk of, homelessness by partially covering Homeless Management and Information System (HMIS) Subrecipient personnel costs and HMIS software vendor costs.

#### 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 ten thousand, one hundred and forty four dollars (\$10,144) (hereinafter 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 2019 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, 2019, 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, 2020. Any invoices submitted after October 31, 2020 shall not be paid by the Village.

#### 5. PROGRAM YEAR.

A. The Subrecipient shall perform the Project beginning October 1, 2019 and ending on September 30, 2020 (hereinafter referred to as the "Program Year").

- B. The Project shall be completed no later than September 30, 2020. 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) 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 <a href="Exhibit">Exhibit</a> 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.

#### 7. REPORTING AND RECORD KEEPING.

A. <u>Subrecipient's Maintenance of Required Records</u>.

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 time sheets, 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.

- 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 given 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 Proposals, attached hereto and incorporated herein as <a href="Attachment A">Attachment A</a>. 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 schedule shall be applicable:

1<sup>st</sup> Quarter: October-December, 2019

2<sup>nd</sup> Quarter: January–March, 2020

Progress report due by January 15, 2020 Progress report due by April 15, 2020 3<sup>rd</sup> Quarter: April–June, 2020

4<sup>th</sup> Quarter: July-September, 2020

Progress report due by July 15, 2020

Progress report/Final report due by October

15, 2020

Each quarterly Progress Report and the Final Report shall include information regarding activity compliance pursuant to 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. <u>Penalty for Late Submission of Quarterly Reports or Final Report.</u> 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. ESG PROGRAM COMPLIANCE.

- A. <u>Compliance with Regulations.</u> Subrecipient shall become familiar with and agrees to comply with the ESG program regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.
- B. <u>Coordinated Service Delivery.</u> Subrecipient shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the Oak Park area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).
- C System and Program Coordination with Mainstream Resources
  Subrecipient must coordinate and integrate, to the maximum extent
  practicable, ESG-funded activities with mainstream housing, health, social
  services, employment, education, and youth programs for which families

- and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth at 24 CFR § 576.400(c).
- D. <u>Centralized or Coordinated Assessment.</u> Subrecipient shall work with the Continuum of Care to ensure that the screening, assessment and referral of program participants are consistent with the written standards required by the Village. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth at 24 CFR § 576.400(d).
- E. <u>Client Evaluation</u>. Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).
- F. Re-Evaluations for Homelessness Prevention and Rapid Re-Housing Assistance. Subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR §576.401(b).
- G. <u>Annual Income</u>. When determining the annual income of an individual or family, Subrecipient must use the standard for calculating annual income under 24 CFR §5.609 as outlined in 24 CFR §576.401(c).
- H. Connecting Program Participants to Mainstream and other Resources.

  Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR §576.401(d).
- I. <u>Housing Stability Case Management.</u> Subrecipient must follow the requirements for housing stability case management outlined in 24 CFR §576.401(e).
- J. <u>Terminating Assistance</u>. If a program participant violates program requirements, Subrecipient may terminate the assistance in accordance with a formal process established by Subrecipient that recognizes the rights of individuals affected. Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant

termination so that a program participant's assistance is terminated only in the most severe cases as outlined in 24 CFR §576.402.

#### 9. SHELTER AND HOUSING STANDARDS.

- A. Lead-based Paint Remediation and Disclosure. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C.A 4821-4826, the residential lead-Based Paint Hazard reduction Act of 2993, 42 U.S.C.A 4851-4856, and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- B. Minimum Standards for Emergency Shelters. Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR §576.403(b)(1-11).
- C. Minimum Standards for Permanent Housing. Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR §576.403 (c) (1-10).

#### 10. MATCHING FUNDS.

Subrecipient shall match the funds provided in this Agreement on a dollar for dollar basis as required by HUD in the ESG regulations, 24 CFR §576.201. Subrecipient will provide the Village with the source and amount of matching funds. The Village will determine whether those funds are eligible as matching funds in accordance with HUD regulations, policies, or directives. In the event the Village determines that Subrecipient's matching funds are not in compliance with HUD regulations, policies, or directives, the Village may, in its sole discretion, either: i) suspend this Agreement; or ii) reduce the total funding amount set forth in the approved Budget so that the approved funding matches the amount of the Subrecipient's eligible matching funds, if any.

#### 11. MONITORING AND PERFORMANCE DEFICIENCIES.

A. <u>Village Project Monitoring.</u> 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 onsite visits as the Village determines is necessary to accomplish its monitoring function.

- B. <u>Performance Deficiency Procedures.</u> 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. ESG 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. <u>Unresolved Performance Deficiencies</u>. 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 12 below.

#### 12. TERMINATION.

This Agreement may be terminated as follows:

- A. <u>By Fulfillment</u>. This Agreement will be considered terminated upon fulfillment of its terms and conditions.
- B. <u>By Mutual Consent</u>. 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. <u>Lack of Funding</u>. The Village reserves the right to terminate this contract, 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. <u>For Cause</u>. The Village may terminate this Agreement for cause at any time. Cause shall include, but not be limited to:
  - 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. <u>Termination for Illegality</u>. 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 21 below.

#### 13. REVERSION OF ASSETS.

- A. At the termination of this Agreement, Subrecipient shall transfer to the Village any ESG funds on hand, and any accounts receivable attributable to the use of ESG funds.
- B. If Subrecipient intends to dispose of any real property acquired and/or improved with ESG 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.
- C. 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 ESG funds and certifying its use in accordance with the ESG regulations.

#### 14. 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:

- 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.
- 15. <u>INDEPENDENT CONTRACTOR</u>. 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.
- 16. <u>NO ASSIGNMENT</u>. 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.

#### 17. 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.
- 18. <u>SAVINGS CLAUSE</u>. 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.

#### 19. 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.

#### 20. 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.

#### 21. 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: For Subrecipient:

Grants Supervisor Executive Director

Village of Oak Park Alliance to End Homelessness in Suburban

123 Madison Street Cook County

Oak Park, Illinois 60302 4415 Harrison Street Hillside, IL 60162

- B. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.
- 22. <u>EFFECTIVE DATE</u>. 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.
- 23. <u>COUNTERPARTS.</u> 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.
- 24. <u>CAPTIONS AND SECTION HEADINGS</u>. Captions and section headings are for

convenience only and are not a part of this Agreement and shall not be used in construing it.

- 25. <u>NON-WAIVER OF RIGHTS</u>. 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.
- **26. 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.
- 27. <u>BINDING AUTHORITY</u>. 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	ALLIANCE TO END HO	OMELESSNESS IN SUBURBAN
Name: Cara Pavlicek Title: Village Manager	Name: Title:	
Date:, 2019	Date:	, 2019
ATTEST:	ATTEST:	
Name: Vicki Scaman Title: Village Clerk	Name: Title:	
Date:, 2019	Date:	, 2019

# EXHIBIT A SUBRECIPIENT'S PROPOSAL

#### Published on Village of Oak Park (https://www.oak-park.us)

Home > Village of Oak Park Emergency Solutions Grant Submission Form > Webform results > Submission #36

#### Submission information

Form: Village of Oak Park Emergency Solutions Grant Submission Form [1] Submitted by alliance Fri, 2019-02-01 16:56 75.150.227.129

#### 1. Applicant Information

Please provide the following information about your organization and the project your organization is proposing.

A. Organization Information

#### 1. Organization Name

Alliance to End Homelessness in Suburban Cook County

#### 2. Organization Mailing Address

4415 Harrison Street Suite 228 Hillside, IL 60162-1904

#### 3. Organization Phone Number

7082363261

#### 4. Executive Director

Jennifer C Hill

#### 5. Email Address

jennifer@suburbancook.org

#### 6. FEIN #

20-1880398

#### 7. DUNS #

603769824

#### B. Project Information

#### 1. Proposed Project Name

**HMIS Data Coordination** 

#### 2. Proposed Project Address

4415 Harrison Street, Suite 228 Hillside, IL 60162-1904

#### 3. Proposed Project Manager/Primary Contact

Peggy Troyer

#### 4. Secondary Project Contact

**Sharon King** 

#### 5. Proposed Project Phone Number

708-236-3261

#### 6. Proposed Project Email Address

peggy@suburbancook.org

#### C. Type of Organization

Private non-profit

#### D. Partner Organization Information

If you are partnering with one or more agencies for this proposal, complete the following section for each agency.

#### 1. Partner Organization Name

NA

#### 2. Partner Organization Address

- 3. Partner Contact Person
- 4. Partner Contact Person Phone

NA

- 5. Partner Email Address
- 6. Partner Type of Organization

NA

#### 7. Partner's FEIN#

NA

#### E. Project Overview

#### 1. Total ESG dollars requested

\$ 10,144

#### 2. Total project budget

\$ 529,231

#### 3. Total Persons Served Annually

7.970

#### 4. Project Location(s)

4415 Harrison Street, Suite 228 Hillside, IL 60162-1904

#### 5. Hours of Service

8:30 am to 5 pm Monday through Friday

#### 6. Project Description/Purpose

The Alliance will support Oak Park ESG-funded projects to enter client data into HMIS and will support Oak Park in completing annual and quarterly reports as required.

#### 7. Proposed Activity

**HMIS** 

# 8. Did you attend the mandatory Oak Park CDBG-ESG Financial and Reporting Workshop on Sept. 27, 2018

Yes

# 9. Do you have a written Oak Park ESG Policies and Procedures Manual?

#### 2. Project Narrative

#### I. Background and Need

Implementing HMIS is a federal requirement for every Continuum of Care, but more importantly, it offers the opportunity to document homeless needs and pinpoint how well programs address them. These data are critical to setting priorities for future funding and informing our strategic planning efforts. By linking data and project evaluation with our strategic planning goals, the Alliance plays a critical role in serving the priority needs of homeless people in suburban Cook County. The activities of this proposal HMIS training, data quality monitoring, and standardizing intake forms translate into useable aggregate data that Oak Park and the Alliance will use to improve services and housing options for homeless people, ensuring that scarce resources are targeted to the most effective interventions.

#### II. Approach

#### a. Meeting Needs

The Alliance is responsible for operating and administering the Homeless Management Information System (HMIS) on behalf of the suburban Cook County CoC in accordance with HUD's rules and regulations. We cover the full costs of software licensing and user training for the Continuum. HMIS staff includes 4 fulltime positions, plus supervision and program support by other staff. We provide one-on-one technical support, user training, report troubleshooting, and monthly and quarterly data quality monitoring. HMIS is used to support the daily functioning of the homeless call center, which provides a front door to prevention, rapid rehousing,

and other ESG-funded services. HMIS continues to support the coordinated entry system that was launched during the CY2016. The Alliance supports Oak Park and its sub-recipients in completing HUD-required reports and adhering to HUD data standards.

#### b. Target Population

The Alliance's homeless planning efforts impact currently homeless people, who have presumed beneficiary status, as well as many more at-risk families and individuals. Currently homeless people include a mix of individuals and families, most of whom are making below 30% area median income. Based on current HMIS data which excludes domestic violence agencies (e.g. Sarah's Inn), we estimate that at least 325 low/mod income Oak Park residents benefited directly from homeless programs within our network in the last twelve months. By funding the Alliance to continue training on HMIS, monitoring data quality on a monthly basis, assessing data completeness, and completing point-in-time inventories of beds and persons served, Oak Park will have a better handle on the clients flowing through their programs, allowing the community to better match clients with programs. This data was gathered from annual reports run in HMIS.

#### c. Strategies

The Alliance will support Oak Park's ESG-funded agencies in complying with the HMIS participation requirement and data standards by providing one-on-one technical support, new user training, report troubleshooting, and monthly and quarterly data quality monitoring. The Alliance will support Oak Park and its subrecipients in completing annual and quarterly reports as required. We cover the full cost of software licensing and user training for the Continuum. HMIS staff includes 4 full-time positions, plus supervision and program support by other staff. HMIS will support the daily functioning of the homelessness prevention call center, which provides a front door to prevention and other ESG-funded services and the Entry Point Coordinated Entry process.

#### d. Written Standards

#### 1. Evaluation Polices and Procedures

The Alliance has developed a universal intake form which is in use by all prevention and rapid rehousing throughout suburban Cook County. The form includes a decision tree that describes ESG eligibility factors. The Alliance also supports the Entry Point access points, which provide pre-screening of clients and when appropriate, referrals to agencies that provide services for which the client is likely eligible.

#### 2. Coordination with Other Providers

The primary role of the Alliance is to serve as the planning and coordinating entity for the homeless assistance providers and related mainstream housing and service providers. The group accomplishes this through its three regional councils (north, west, and south) and a board of directors made up of representatives from all three regions. The board and councils each meet monthly, and their activities are guided by a governance charter. Providers in the

Continuum are expected to participate in a coordinated entry system that was launched during CY2016.

#### 3. Prioritization

The universal intake form developed by the Alliance is in use by all participating homeless prevention projects throughout suburban Cook County. The form includes a decision tree that describes eligibility requirements not only for ESG but also for the state's homelessness prevention program. A case manager is able to assess for which programs a client may be eligible without filling out separate forms for each potential program. The Coordinated Entry system has recently begun to prioritize Rapid Re-Housing clients based on results of the VI-SPDAT tool & length of homeless. HMIS reports are used to identify those clients eligible for prioritized placement.

#### 4. Determining Participants' Costs

The individual organizations follow any applicable requirements of ESG and other funding sources when determining whether and how much a household must contribute toward rent and utilities while participating in a prevention or rapid rehousing program. No program fees are assessed.

#### 5. Length of Assistance

The individual organizations follow any applicable requirements of ESG-funding source when determining how long a household may receive rent and utility assistance.

#### 6. Type, Amount and Duration of Services

The Alliance-developed universal intake form, in use by all prevention and rapid rehousing programs in suburban Cook County, includes a decision tree that describes eligibility requirements not only for ESG but also for the state's homelessness prevention program. Each funding source typically has a cap on the amount of financial assistance and supportive services that can be provided to a household.

#### III. Program Eligibility

#### a. Goal Statement

The Alliance and its partners will use top quality data to inform our efforts to end homelessness, learning what interventions work best for whom, targeting resources more effectively, and applying strategic, evidence based practices to preventing, shortening, and ending any person's experience of homelessness.

#### b.Documentation

#### 1. Outputs and Outcomes

The Alliance consistently applies HMIS data to inform strategic decision-making in the suburban Cook County Continuum of Care. The logic model traces how an emphasis on user training, site visits, frequent data quality monitoring, and one-

on-one technical support of HMIS users leads to higher quality, more complete data. The improved program-level data in turn leads to reliable aggregate data. The Alliance's HMIS staff collates this information into planning tools like the quarterly Data Dashboard. The Dashboard tracks system-level measures like occupancy rates, increases to income, and which housing types are most effectively moving people on to permanent housing destinations.

#### 2. Income Documentation

The HMIS provides a detailed tracking mechanism for users to record income source, type, and amounts. The users record increases or decreases to income by source at program entry, program exit, and at least annually while the participant is enrolled in the program. Data quality is monitored quarterly, and HMIS standards for privacy and confidentiality are consistently enforced.

#### 3. Evaluation Process

The Alliance presents a Data Dashboard each quarter to its board of directors. An example of an important insight gained from this tool is how over half of emergency shelter guests use the service for seven shelter nights or fewer. As a result, the Alliance has focused more effort on creating housing for longer-term shelter guests, those staying 30 shelter nights or more. The Alliance includes consumer input in critical decisions of the organization in a number of ways. For example, Alliance staff conducts consumer focus groups when preparing for its biennial homeless count. Also, the Alliance board of directors includes four (4) formerly homeless individuals.

#### IV. Organizational Capacity

a. Mission and Experience

#### 1. Experience

The Alliance has been leading a successful implementation of the Homeless Management Information System since 2008. Oak Park ESG subrecipients have been using HMIS since that time, and forthcoming HUD data standards may require a new level of specificity in how they track Coordinated Entry related data. Executive director Jennifer Hill is a proven consensus builder with 21 years' experience in nonprofit community development. As director, she will lead the project in its overall scope, convening the partnerships to plan for existing and now homeless resources. Peggy Troyer, director of information services, will ensure participation and high data quality in the Homeless Management Information System (HMIS); she brings over 20 years' experience in nonprofit database management. Erin Matheny, our new HMIS Specialist/System Administrator has over 16 years of experience in project management and data analysis as they relate to HMIS, Jeremy Heyboer, our data quality manager and lead training, Lynn Suchwalko, our HMIS support specialist, support and train our member agencies in their use of HMIS. Office manager and bookkeeper, Sharon King is experienced in tracking financial expenditures related to ESG, CDBG, and HUD Continuum of Care program, and other public and private resources. The Alliance's

accomplishments include decreasing chronic homelessness by 47% since 2007. In the same time-frame, the Alliance and its members increased permanent supportive housing opportunities five-fold. These major accomplishments relate to the Alliance's focus on monitoring data quality and using aggregate data to inform system decision-making. Rates of null (missing) data for HUD-required data elements are consistently below five percent.

#### 2. Reporting Requirements

In its role as administrator of the Homeless Management Information System (HMIS), the Alliance directly assists Oak Park and other entitlement communities in pulling community-level data for their Consolidated Plans, CAPER reports for CDBG, and other quarterly and annual reports required by HUD. The Alliance has administered Continuum of Care and CDBG grants since 2004, and the Alliance began administering ESG grants in 2012. One challenge we have addressed was determining how to pull data for Oak Park and other municipalities when our main source of geographic data is zip codes. We have addressed this challenge by associating communities with their zip codes and troubleshooting the data when a zip code is shared between municipalities.

#### 3. Collaboration

The Alliance coordinates a variety of nonprofit, municipal, county, state and federal representatives to ensure a comprehensive approach to shortening and preventing the experience of homelessness, two of the main goals expressed in the HEARTH Act. The Alliance and its three local councils (north, west, and south suburban) provide opportunities for regional collaboration. The Alliance offers technical support to the homelessness prevention call center through its HMIS staff, and the Alliance's prevention committee recommends how to coordinate prevention services regionally. The Alliance currently has 4 board members with lived experience that gives us valuable insight and help shape policies for homeless services.

All participating HMIS agencies have signed an HMIS Partner Agreement and Data Sharing Memorandum of Agreement, allowing them to enter data into the HMIS, and share client data as appropriate based on client consent to facilitate housing placement and provision of services.

The continuum is also collaborating with local health care providers to better coordinate health and housing resources in the community. For instance, the continuum is working on a partnership with MacNeal Hospital and Housing Forward to create a respite bed program in Oak Park. This program will provide interim housing to people who are homeless and have been discharged from the hospital who need ongoing care.

#### a. Budget Description

The HMIS project budget includes four project-dedicated positions plus additional staff support. Personnel expenses include salaries, 15.25% benefits and 7.65% payroll taxes, plus payroll processing fees. A relevant proportion of occupancy and other operational costs are assigned to the HMIS project budget. Travel to HMIS-related conferences, typically two conferences/trainings per staff member, is included in the overall HMIS project budget. HMIS software costs are paid annually to the software vendor for licensing and other fixed costs of the database system. HMIS consulting costs cover any third party training or report customization to be completed by the software vendor, as needed.

The \$2,282 request of Oak Park ESG for HMIS software vendor fees represents 2.56 % of the estimated annual renewal amount of \$89,149. The \$7,862 request for wages and benefits represents 10.28% of the total amount of wages (\$76,465) for the Director of Information Services, Peggy Troyer and a little more than 3.16% of the overall HMIS budget for salaries. To put these requests in context, the number of HMIS users entering Oak Park data represents 12% of the total number of HMIS users in the system.

#### b. Alternative Revenue Sources

The Alliance has been successful in securing Cook County ESG support, Cook County CDBG support, HUD Continuum of Care funding and Chicago Community Trust grants. The Alliance is seeding proportional support from Oak Park and other entitlement communities for the planning and coordination work we do in partnership with those communities. If the Alliance is not funded or is funded at a reduced level, we will need to place greater responsibility on our individual members and entitlement community staff to complete the project as described.

#### 3. Attachments

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

Articles of Incorporation/Bylaws
alliance articles of incorp and bylaws.pdf [2]

Non-profit determination (IRS letter) alliance non profit determination ltr.pdf [3]

List of Board of Directors

alliance board of directors 18-19 list.pdf [4]

Organizational Chart alliance org chart final.pdf [5]

#### Resumes

alliance resumes 2019.pdf [6]

Financial Statement and Audit alliance financial statement and audit 2017.pdf [7]

Statement of ADA Compliance alliance ada compliance 2019.pdf [8]

**Budget Worksheet** 

alliance py2019 esg budget other funding.pdf [9]

Logic Model

alliance esg logic model chart.pdf [10]

Timeline

alliance esq timeline form final.pdf [13]

Conflict of Interest Statement/Anti-Lobbying Statement alliance conflict of interest-anti lobbying 2019.pdf (12)

**EEO Form** 

alliance eeo form 2019.pdf [13]

Intake Documentation and Project Client-Evaluation Tool alliance assessment tool and vi-spdat.pdf [14]

**Support Statements** 

- 4. Proposal Agency Information and Verification
- 1. Name of Authorized Official of Applicant Organization
  Jennifer C Hill
- 2. Title of Authorized Official of Applicant Organization Executive Director
- 3. Date of Submittal

Thu, 2019-02-21

l agree

Source URL: https://www.oak-park.us/node/1349/submission/14672

#### Links

- [1] https://www.oak-park.us/village-oak-park-emergency-solutions-grant-submission-form
- [2] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_articles\_of\_incorp\_and\_bylaws.pdf
- [3] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_non\_profit\_determination\_ltr.pdf
- [4] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_board\_of\_directors\_18-19\_list.pdf

- [5] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_org\_chart\_final.pdf
- [6] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_resumes\_2019.pdf
- [7] https://www.oak-
- park.us/sites/default/files/webform/cdbg/alliance\_financial\_statement\_and\_audit\_2017.pdf
- [8] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_ada\_compliance\_2019.pdf
- [9] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_py2019\_esg\_budget\_other\_funding.pdf
- [10] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_esg\_logic\_model\_chart.pdf
- [11] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_esg\_timeline\_form\_final.pdf
- [12] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_conflict\_of\_interest-anti\_lobbying\_2019.pdf
- [13] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_eeo\_form\_2019.pdf
- [14] https://www.oak-park.us/sites/default/files/webform/cdbg/alliance\_assessment\_tool\_and\_vi-spdat.pdf



#### PY 2019 ESG Logic Model

As with all application components, please carefully read the Instructions

Organization	Alliance to End Homelessness in Suburban Cook County
Project Name	2019 Oak Park ESG HMIS Data Coordination

#### Goal Statement:

Inputs	O	utputs		Outcomes	Measurement/Indicator	
	Activities	Participation	Short Term	Intermediate/Long Term	for Short Term Outcomes	
Member agency staffing	Data collection into HMIS	7,970 Total unduplicated persons served (without regard to income or residency) 325 Oak Park persons served	More complete and accurate data	Data-informed planning	86%+ participation rate for ES and TH projects	
HMIS staffing	User Training & site visits	Develop curriculum and offer training for up to 175 users	Improved data quality	Data-informed planning	ESG-funded projects will have less than 5% missing data for required data elements	



#### PY 2019 ESG Timeline

As with all application components, please carefully read the Instructions

Organization	Alliance to End Homelessness in Suburban Cook County
Project Name	2019 Oak Park ESG HMIS Data Coordination

Timeframe	Activity	Person
October 2019	Train member agencies' new staff on using the HMIS. Confirm	Responsible HMIS Team
00.000. = 0 = 0	monthly point-in-time counts. Submit monthly billing by 15th Nov	
November 2019		
	and submit to HUD the Longitudinal System Analysis report using	Office Mrg
	HMIS data. Update quarterly data dashboard. Renew vendor	_
	contract/pay annual fees. Submit monthly billing by 15 - Dec.	
December 2019	Train member agencies' new staff on using the HMIS. Review	HMIS Team;
	agencies' submission of quarterly data quality reports. Wage, and	Office Mgr.
	taxes quarterly billing. Submit monthly billing by 15-Jan 2020	
January 2020	Train member agencies' new staff on using the HMIS. Confirm	HMIS Team
	monthly point-in-time counts. Quarterly reporting submitted by	
	Jan. 15th.	
February 2020	Train member agencies' new staff on using the HMIS. Conduct	HMIS Team
	HMIS user group meeting. Update quarterly data dashboard.	
	Measure HMIS bed coverage and missing values.	
March 2020	Train member agencies' new staff on using the HMIS. Review	Alliance Staff;
	agencies' submission of quarterly data quality reports. Submit	HMIS Team
	state application to secure additional homelessness prevention	Office Mgr
	funding in suburban Cook County;	
April 2020	Train member agencies' new staff on using the HMIS. Confirm	HMIS Team;
	monthly point-in-time counts. Submit annual Housing Inventory	Office Mgr.
	Count and Point-in-Time Count data to HUD using HMIS data.	
	Quarterly billing and reporting submitted by April 15 <sup>th</sup>	
May 2020	Train member agencies' new staff on using the HMIS. Conduct	HMIS Team
	HMIS user group meeting. Prepare and submit to HUD the	
	System Performance Measures using HMIS data. Conduct	
	agency site visits. Update quarterly data dashboard.	
June 2020	Train member agencies' new staff on using the HMIS. Review	HMIS Team
	agencies' submission of quarterly data quality reports. Conduct	
	agency site visits. Measure progress toward HUD goals of	
	reducing chronic and family homelessness, achieving client	
	outcome goals, and ensuring HMIS Participation and data quality.	
July 2020	Train member agencies' new staff on using the HMIS. Confirm	HMIS Team;
	monthly point-in-time counts. Quarterly billing and reporting	Office Mgr.
	submitted by July 15th; Conduct agency site visits.	
August 2020	Train member agencies' new staff on using the HMIS; Conduct	HMIS Team
	agency site visits. Update quarterly data dashboard.	
September	Train member agencies' new staff on using the HMIS. Conduct	HMIS Team;
2020	HMIS user group meeting. Review agencies' submission of	Office Mgr.
	quarterly data quality reports. Quarterly/final billing and	
	reporting submitted by Oct. 15 <sup>th</sup> ; Conduct agency site visits.	<u> </u>

# 2 ESG Proposal Budget Worksheet Components: Budget & Other Funding Tables Table 1: PY 2019 ESG Proposed Activity Budget

Complete only for this specific ESG Activity; Be very specific.

PY 2019 ESG ACTIVITY BUDGET (Be specific & entitle line items according to ESG regulations.)	Total PY 2019 Costs (Oak Park ESG & all other sources)	Itemized Oak Park PY 2019 ESG Activity
RAPID RE-HOUSING ACTIVITY COSTS:	\$0.00	\$0.00
(Specify Eligible Costs):		
EMERGENCY SHELTER ACTIVITY	\$0.00	\$0.00
(Specify Eligible Costs):		
(Specify Eligible Costs):	2 821 979	
(Specify Eligible Costs):		
(Specify Eligible Costs):		
HOMELESS PREVENTION ACTIVITY	\$0.00	\$0.00
(Specify Eligible Costs):		
STREET OUTREACH ACTIVITY	\$0.00	\$0.00
(Specify Eligible Costs):		
(Specify Eligible Costs):		
(Specify Eligible Costs):		1954
(Specify Eligible Costs):		9973877
HMIS ACTIVITY	\$529,231.00	\$10,144.00
Salaries and Wages	\$288,300.00	\$7,862.0
HMIS Vendor Fees	\$93,000.00	\$2,282.0
Other Costs	\$147,931.00	)
TOTAL ACTIVITY BUDGET	\$529,231.00	\$10,144.00

#### **Table 2: Other Funding Details for the Proposed ESG Activity**

Please list the funding sources for Other ESG Activity Funding and other information about this funding.

List all grants funding received or expected to be available for operating this activity.

PY 2019 FUNDING SOURCE (Note if this is part of your <u>Match</u> )	Type of funding - Other Federal, State/Local or Private?	Amount (\$)	Has funding been approved? (Yes/No)
Cook County CDBG	Federal	\$55,000.00	No
Cook County ESG	Federal	\$55,000.00	No
CoC HMIS Grant (Match)	Federal	\$303,387.00	Yes
DuPage HMIS Revenue	Local	\$20,000.00	No
Evanston HMIS Grant	Local	\$20,000.00	No
Foundations	Private	\$62,300.00	No
User Fees for HMIS	Local	\$2,500.00	Yes
Other	Private	\$900.00	Yes
	TOTAL - OTHER GRANTS	\$519,087.00	

#### EXHIBIT B ASSURANCES

Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of ESG funds in accordance with the McKinney Act and Federal regulations at 24 CFR Part 576, as amended. Also, Subrecipient 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 Subrecipient to execute the Agreement, all understandings and assurances contained therein, and directing the authorization of the person identified as the official representative of the Subrecipient to act in connection with the execution of the agreement and to provide such additional information as may be required.
- 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 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 labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements;
  - f. The environmental requirements listed in 24 CFR 58, and the lead based paint regulations listed in 24 CFR 35, Subpart K.

- g. The flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.C. 93-234) as required by 24 CFR 570.605;
- h. The displaced persons regulations contained in 24 CFR 570.606.
- i. 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
- j. 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.
- k. The notification, inspection, testing and abatement procedures concerning lead-based paint set forth in 24 CFR Section 570.608;
- 1. The prohibition on the use of debarred, suspended or ineligible contractor set forth in 24 CFR part 5. (24 CFR 570.609)
- m. The Uniform Administrative Requirements and Cost Principles set forth in 2 CFR 200.
- n. The conflict of interest prohibitions set forth in 24 CFR 570.611.
- The eligibility of certain resident aliens requirements in 24 CFR 570.613.
- p. The Architectural Barriers Act and Americans with Disabilities Act requirements set forth in 24 CFR 570.614.
- q. The Uniform Administrative Requirements in 2 CFR 200.
- r. Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Section 60;
- s. The regulations concerning the use of program income as set forth in 24 CFR Section 570.504.
- 3. When a grant is awarded in excess of \$100,000, the Project will comply with all

applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and Executive Order 11738. The provision shall require reporting of violations to the Village, HUD, and to the USEPA Assistant Administrator for Enforcement (EN-329);

- 4. 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 which Subrecipient 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;
- 5. 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. The Subrecipient will remain fully obligated under the provisions of this contract Agreement not withstanding its designation of any third party to undertake all or any of the Project. The 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.

The 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".

- It is following the current Village Consolidated Plan, which has been approved by HUD pursuant to 24 CFR Section 91.500;
- 7. 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).
- 8. It has adopted and is enforcing:

- 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;
- 9. 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 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 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, 1987

# 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 individuels, 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 1984 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a recially 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 Ook Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Menual provide a mechanism for reporting any such practice to the Village Menager, 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 borriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Osk Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and ratain 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. Ultimetely, however, the Village's EED/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 perticipation by women, infinitely and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the bost talent available for serving the residents of Oak Park.

Carl Swenson Village Manager

Triage of Dak Par.

Adepted 3/31/87

# VILLAGE OF OAK PARK, EXHIBIT D:

ESG QUARTERLY REPORT, PROGRAM YEAR 2019
QUARTER
ACTIVITY
AGENCY
Section I, NARRATIVE - Describe Quarter Outcomes:
Section II
HOUSEHOLD INFORMATION
Using HMIS data, to the extent that it is available, complete the following table:
Adults
Children
Don't Know/Refused
Missing Information
TOTAL (Unduplicated if possible)
Section III
GENDER INFORMATION
Using HMIS data, to the extent that it is available, complete the following table:
Male
Female
Transgendered
Unknown
TOTAL (Unduplicated if possible)

#### Section IV.

Using HMIS data, to the extent that it is available, complete the following table:

#### NUMBER OF PERSONS IN HOUSEHOLDS

Under 18	
18-24	
Over 24	
Don't Know/Refused	
Missing Information	
<b>FOTAL</b> (Unduplicated if possible)	

#### Section V

#### SPECIAL POPULATIONS SERVED

Using HMIS data, to the extent that it is available, list the number of persons for each subpopulation you serve:

# SUBPOPULATION Veterans Victims of Domestic Violence Elderly Persons with HIV/AIDS Chronically Homeless PERSONS WITH DISABILITIES Severely Mentally III Chronic Substance Abuse Other Disability TOTAL (Unduplicated if possible)

# Section VI

#### **RACE/ETHNICITY**

Race and Hispanic Origin of Beneficiaries (Unduplicated if possible)

Number Served For Quarter:
Single Race Categories
White (Number Hispanic:)
African-American or Black (Number Hispanic:)
Asian (Number Hispanic:)
American Indian/Alaskan Native (Number Hispanic:)
Native Hawaiian /Other Pacific Islander (Number Hispanic:)
Multi-Race Categories
American Indian/Alaskan Native & White (Number Hispanic:)
Asian & White (Number Hispanic:)
African-American or Black & White (Number Hispanic:)
Amer Indian/Alaskan Native & Afr-Amer or Black (Number Hisp:)
Other Multi-Racial (Number Hispanic)
TOTAL (TOTAL HISPANIC)
Section VII (For Shelter activities only)
SHELTER UTILIZATION
Please list all emergency shelter beds, whether or not they are ESG-funded.
Number of Beds - Rehabbed
Number of Beds - Conversion
Total Number of bed-nights available
Total Number of bed-nights provided

This Report Completed by (name/title):

# **VILLAGE OF OAK PARK, EXHIBIT E:**

### **ESG FINAL REPORT, PROGRAM YEAR 2019**

ESG FINAL REPORT, PROGRAWI TEAR 2019
ACTIVITY
AGENCY
Section I, NARRATIVE - Describe Activity Outcomes for the Program Year
Section II
HOUSEHOLD INFORMATION
Using HMIS data, to the extent that it is available, complete the following table:
Adults
Children
Don't Know/Refused
Missing Information
TOTAL (Unduplicated if possible)
Section III
GENDER INFORMATION
Using HMIS data, to the extent that it is available, complete the following table:
Male
Female
Transgendered
Unknown
TOTAL (Unduplicated if possible)

#### Section IV.

Using HMIS data, to the extent that it is available, complete the following table:

NUMBER	OF PERSONS	IN HOUSEHOLDS

Under 18	
18-24	
Over 24	
Don't Know/Refused	
Missing Information	
TOTAL (Unduplicated if possible)	

#### Section V

#### **SPECIAL POPULATIONS SERVED**

**SUBPOPULATION** 

Other Disability

**TOTAL** (Unduplicated if possible)

Using HMIS data, to the extent that it is available, list the number of persons for each subpopulation you serve:

# Veterans \_\_\_\_\_\_ Victims of Domestic Violence \_\_\_\_\_ Elderly \_\_\_\_\_ Persons with HIV/AIDS \_\_\_\_\_ Chronically Homeless \_\_\_\_\_ PERSONS WITH DISABILITIES Severely Mentally III \_\_\_\_\_\_ Chronic Substance Abuse \_\_\_\_\_

# Section VI

#### RACE/ETHNICITY

# Race and Hispanic Origin of Beneficiaries (Unduplicated if possible)

Number Served For Quarter:			
Single Race Categories			
White (Number Hispanic:)			
African-American or Black (Number Hispanic:)			
Asian (Number Hispanic:)			
American Indian/Alaskan Native (Number Hispanic:)			
Native Hawaiian /Other Pacific Islander (Number Hispanic:)			
Multi-Race Categories			
American Indian/Alaskan Native & White (Number Hispanic:)			
Asian & White (Number Hispanic:)			
African-American or Black & White (Number Hispanic:)			
Amer Indian/Alaskan Native & Afr-Amer or Black (Number Hisp:)			
Other Multi-Racial (Number Hispanic)			
TOTAL (TOTAL HISPANIC)			
Section VII (For Shelter activities only)			
SHELTER UTILIZATION			
Please list all emergency shelter beds, whether or not they are ESG-funded.			
Number of Beds - Rehabbed			
Number of Beds - Conversion			
Total Number of bed-nights available			
Total Number of bed-nights provided			

# PROG. YR. EXPENDITURES (Complete appropriate sections for this activity)

## **Section VIII**

#### EXPENDITURES FOR ESG HOMELESS PREVENTION OR RAPID RE-HOUSING

Rental Assist	ance \$
Housing Relocation and Stabilization Services – Financial Assis	tance \$
Housing Relocation and Stabilization Services - Se	ervices \$
TOTAL (HP OR R	RH) \$
Section IX	
EXPENDITURES FOR ESG EMERGENCY S	HELTER
ESG E.S. Essential S	ervices \$
ESG Open	rations \$
TOTAL (Sh	elter) \$
Section X	
EXPENDITURES FOR OTHER GRANT COM OUTREACH AND/OR HMIS)	IPONENTS (STREET
Street C	Outreach \$
	HMIS \$
Section XI	
MATCH SOURCE (for this ESG activity)	
Other Non-ESG HUD Funds	
Other Federal Funds	
State Government	
Local Government	
Private Funds	

Oth	er			
F	ees			
Program Incon	ne			
TOTAL MATCH AMOUNT				
This Report Completed by:				
Section XII, Please Sign and Date the Form				
Signature of Authorized Official	Typed or Printed Name	Date		