



DU PAGE COUNTY

Human Services

Final Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, January 16, 2024

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [24-0372](#)

Human Services Committee - Regular Meeting - Tuesday, December 5, 2023

6. COMMUNITY SERVICES - MARY KEATING

6.A. [HS-R-0004-24](#)

Authorizing execution of the intergovernmental agreement between PACE Suburban Bus and DuPage County Community Services for the Senior Transportation Grant Program - \$126,500. (Community Services)

6.B. [HS-P-0011-24](#)

Awarding resolution issued to Teen Parent Connection, to provide car seats, booster seats, diapers, formula, wipes, and car seat safety training to low income residents of DuPage County, for the period of January 1, 2024 through December 31, 2024, for a Community Services Block Grant (CSBG) sub-grantee total of \$40,000. (Community Services)

6.C. [HS-P-0012-24](#)

Awarding resolution issued to Catholic Charities to provide shelter, case management, and financial assistance to situationally homeless residents and at risk of homelessness residents of DuPage County for the period of January 1, 2024 through December 31, 2024. The Community Services Block Grant (CSBG) sub-grantee agreement also provides financial support for the Back to School Fair, for a contract total of \$65,000. (Community Services)

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**7.A. [HS-R-0005-24](#)**

2024 Annual Action Plan, DuPage County Consortium – FIRST READING - Acceptance of the 2024 Annual Action Plan Element (Public Comment Period) of the 2020-2024 Consolidated Plan for Community Development Block Grant (CDBG) HOME investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs to qualify and receive the Department of Housing and Urban Development (HUD) grant funds.

7.B. [HS-R-0006-24](#)

Recommendation for Approval of a Third Modification to a HOME Investment Partnerships Act (HOME) Agreement with DuPage Habitat for Humanity, Inc, Project Number HM09-03 – Clarifying the Recapture Requirements as well as HOME Affordability Period for Homeownership Assistance.

7.C. [HS-R-0007-24](#)

Recommendation for Approval of a of HOME Investment Partnerships Act (HOME) Funds Agreement with DuPage Pads, Project Number HM21-02b – Tenant Based Rental Assistance – in the Amount of \$100,000 under FY2021, with an Additional \$100,000 in FY2024 funds contingent upon Approval by DuPage County Board and the Department of Housing and Urban Development (HUD) of the 2024 Action Plan Element of the 2020-2024 Consolidated Plan as well as receipt of the FY2024 HOME allocation.

7.D. [HS-R-0008-24](#)

Recommendation for Approval to Subordinate two Community Development Block Grant (CDBG) Liens with Serenity House Foundation (now known as Advance Resource Recovery Corporation), Projects CD19-07 and CD22-07, to St. Charles Bank & Trust Company (SCBT).

8. BUDGET TRANSFERS**8.A. [24-0373](#)**

Budget Transfer to transfer funds for overtime incurred and paid for with Federal funding of the Aging Case Coordination Unit Seniors' grant which was not originally budgeted for in FY23 from 5000-1660/50000 to 5000-1660/50010, \$1,180. (Community Services)

8.B. [24-0374](#)

Budget Transfer to transfer funds to cover employee benefit payments in the LIHEAP Program that exceeded original budget during the year FY23, \$1,000, from 5000-1420/50000 to 5000-1420/51000. (Community Services)

8.C. [24-0375](#)

Budget Transfer to move overtime funds from 5000-1435/50010 to regular salaries 5000-1435/50000 for the LIHWAP Grant program as less overtime was worked than anticipated for FY23, \$3,000. (Community Services)

8.D. [24-0376](#)

Budget Transfer to transfer funds for benefit payouts from the U.S. Treasury Emergency Rent Assistance fund from unused overtime budget 5000-1770/50010 to benefit payments 5000-1770/51000, not budgeted for in FY23, \$1,320. (Community Services)

9. TRAVEL9.A. [24-0377](#)

Travel Request for Community Services Director to attend the NACCED CDBG Hill Briefing and Legislative Conference, and NACo Legislative Conference in Washington D.C. from February 7, 2024 through February 13, 2024. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$3,638.50. CDBG grant funded. (Community Services)

10. CONSENT ITEMS10.A. [24-0378](#)

Change Order to close P.O. 5957-0001 SERV issued to DuPage Federation on Human Services Reform in the amount of \$23,427.74. Contract expired on October 10, 2023. (Community Services)

11. INFORMATIONAL11.A. [24-0379](#)

GPN 001-24 Community Services Block Grant (CSBG) PY24, Illinois Department of Commerce and Economic Opportunity, US Department of Health & Human Services \$1,196,614. (Community Services)

11.B. [24-0380](#)

GPN 003-24 Community Development Block Grant PY24, U.S. Department of Housing and Urban Development \$3,663,480. (Community Services)

11.C. [24-0381](#)

GPN 004-24 HOME Investment Partnership Program FY24 U.S. Department of Housing and Urban Development \$1,860,190. (Community Services)

11.D. [24-0382](#)

GPN 005-24 Emergency Solutions Grant FY24, U.S. Department of Housing and Urban Development \$288,247. (Community Services)

12. RESIDENCY WAIVERS - JANELLE CHADWICK**13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****14. COMMUNITY SERVICES UPDATE - MARY KEATING****15. OLD BUSINESS****16. NEW BUSINESS**

17. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0372

Agenda Date: 1/16/2024

Agenda #: 5.A.



DU PAGE COUNTY

Human Services

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, December 5, 2023

9:30 AM

Room 3500A

1. **CALL TO ORDER**

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:30 AM.

2. **ROLL CALL**

Other Board members present: Member Lucy Evans, Member Patty Gustin, and Member Yeena Yoo.

Staff in attendance: Renee Zerante (State's Attorney Office), Keith Jorstad (Finance), Gina Strafford-Ahmed and Julie Hamlin (Community Services).

PRESENT Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

3. **PUBLIC COMMENT**

No public comments were offered.

4. **CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze stated there was a large fire in one building at a West Chicago apartment complex on Saturday, December 2. This was the second fire in a year in this complex. This fire displaced about 100 residents, all 24 units in the building are uninhabitable. State Senator Karina Villa, from West Chicago, has led a coordination to help those in need. DuPage County's Office of Homeland Security Emergency Management and Community Services are involved in relief efforts, as well. County Board District 6 members Jim Zay, Sheila Rutledge, and I have been in multiple Zoom meetings and will continue to monitor this closely. There will be a multi-agency resource event Wednesday, December 6, from 10:00 a.m. through 6:00 p.m. at St. Andrews Church in West Chicago, in which our Community Services staff will participate with bi-lingual staff.

Chair Schwarze added that he has notified agencies involved that we may have resources to provide food.

The committee discussed agencies involved. Mary Keating stated Peoples Resource Center has a large food pantry in West Chicago, and they are involved in the coordination. The Salvation Army is involved in assistance. WeGo Together for Kids took specific clothing donations and do not need clothing any longer. They are only seeking financial donations. Pointe del Pueblo, a branch of the Wheaton Bible Church are providing toys.

Chair Schwarze mentioned that St. Vincent DePaul, Catholic Charities, ICNA Relief, Animal Services, and the Red Cross are all assisting. Member DeSart asked if there is one entity in charge, and who would be the primary contact? Mary Keating replied that it is a widely

coordinated effort. There are multiple agencies involved.

Gina Strafford-Ahmed stated they are assessing individual households for assistance from the Community Services Block Grant (CSBG). We can potentially assist with security deposits, rent assistance, and furniture. We will have to determine if residents are insured. If they relocate to another county, we can't support them, but we do have an avenue for that. Although CSBG funds can help, the challenge will be to find available units, particularly three to four bedrooms, and in the current school district.

Member LaPlante stated the fire was discussed at the Environmental Committee. Kay from Scarce is going to visit the area and take an inventory of needs and let county board members know.

The committee discussed the possible cause of the fire, ownership, and liability. They inquired about the rental prices and if these were subsidized units. Ms. Keating replied that some residents may have vouchers from DHA, but the building was not subsidized housing.

Member Yoo referred to the small loans through FEMA offered to victims of the Oak Brook Terrace fire last year and if the same would apply here. Mary answered that if so, the assistance would not be immediate.

Chair Schwarze announced the Human Services Committee meeting on January 2, 2024, will be cancelled, as are most other committee meetings scheduled for January 2. He previously discussed this with Mary Keating and Janelle Chadwick for consent.

However, the Community Development Commission (CDC) meeting will need to be held on January 2. Mary Keating stated the CDC is a 12-person committee. Seven people will have to be physically present to meet the quorum. Two municipal members and two DuPage County CDC board members have committed to attend. Ms. Keating explained the January meeting is the most important meeting of the year for the CDC Executive Committee, approving the projects for the year. Members DeSart and County Board Member Evans volunteered if needed. Mary asked Julie Hamlin to get a firm commitment from members regarding attendance.

Chair Schwarze wished all Happy Holidays and expressed his appreciation to all the committee members, Mary Keating, and Janelle Chadwick, for all they have accomplished in 2023.

5. APPROVAL OF MINUTES

5.A. [24-0053](#)

Human Services Committee - Regular Meeting - November 21, 2023

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6. LENGTH OF SERVICE AWARDS

6.A. Length of Service Award - Lisa Gonzalez - 15 Years - Community Services

7. COMMUNITY SERVICES - MARY KEATING

7.A. [FI-R-0001-24](#)

Acceptance and appropriation of additional funding for the Illinois Department of Human Services (IDHS) Supportive Housing Grant PY24, Agreement No. FCSBH00352, Company 5000, Accounting Unit 1760, from \$137,747 to \$154,180 - an increase of \$16,433. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

7.B. [HS-P-0003-24](#)

Awarding Resolution issued to Optimum Management Resources, to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care (CoC), for Community Services, for the period of January 1, 2024 through December 31, 2024, for a contract total amount not to exceed \$34,860. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

8. DUPAGE CARE CENTER - JANELLE CHADWICK

8.A. [FI-R-0004-24](#)

Acceptance and appropriation of the DuPage Care Center Foundation - Foundation Coordinator Grant PY24, Company 5000, Accounting Unit 2120, in the amount of \$30,128. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

8.B. [FI-R-0005-24](#)

Acceptance of an extension of the DuPage Care Center Foundation - Foundation Coordinator Grant PY23 to January 31, 2024, Company 5000 - Accounting Unit 2120. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Dawn DeSart

8.C. [HS-P-0001-24](#)

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, to furnish and deliver examination gloves, for the DuPage Care Center, for the period January 1, 2024 through December 31, 2024, for a total contract not to exceed \$63,380.10; per bid #23-102-DCC. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

8.D. [HS-P-0002-24](#)

Recommendation for the approval of a contract purchase order to Music Speaks, LLC, for music therapy services for the residents at the DuPage Care Center, for the period January 12, 2024 through January 11, 2025, for a contract total not to exceed \$58,701; under RFP renewal #21-087-CARE, second of three (3) one (1) - year optional renewals. (DPCC Foundation funded)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Michael Childress

9. INFORMATIONAL

9.A. [24-0054](#)

GPN 061-23 DuPage Care Center Foundation Coordinator Grant PY24 \$30,128. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

10. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated there is one unit, 3 Center, on covid outbreak with one active case of covid. All other staff and residents have been tested, with no additional cases.

The employee breakfast will be held on Wednesday, December 20, from 6:30 a.m. through 9:30 a.m. Ms. Chadwick asked for volunteers to assist serving staff, stating they can just show up at whatever time they have available.

Ms. Chadwick announced she had a presentation planned for the construction update of the Care Center. The resident cabinetry is due to be installed next week and Ms. Chadwick would like to include the additional slide for more impact, so she is rescheduling the presentation until the following Human Services meeting.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, announced that Julie Hamlin has been promoted to Community Development Administrator. Julie is a tremendous asset to the county and the department. Julie is taking leadership at the national level, joining the National Association for County Community and Economic Development (NACCED) board. Prior to this she was the Education Committee Chair of NACCED. Julie has embraced the mission of the work done through Community Development.

Ms. Keating added we are finally getting funds from the state for the 211 service. We received an agreement December 4, which will be presented at the Finance and County Board committees on December 12 for approval.. The first agreement is for \$90,000, the second agreement is for \$102,000. Both agreements provide similar functions. Some of the funds will be used to expand our marketing and initiate 211 text services.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

There being no further business, Chair Schwarze requested a motion to adjourn. The meeting was adjourned at 10:00 a.m.

RESULT:	ADJOURNED
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0004-24

Agenda Date: 1/16/2024

Agenda #: 6.A.

**AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT
BETWEEN PACE SUBURBAN BUS AND
DUPAGE COUNTY COMMUNITY SERVICES FOR
THE SENIOR TRANSPORTATION GRANT PROGRAM
\$126,500**

WHEREAS, County of DuPage has accepted and appropriated PY24 Older Americans Act Funds from AgeGuide for the provision of transportation services for older persons traveling to medical appointments and other essential services; and

WHEREAS, County of DuPage recognizes the desirability of collaborating with other government agencies, such as Pace Suburban Bus, to effectively and efficiently implement transportation programs; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois, permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been negotiated that outlines the terms and conditions associated with the County providing \$126,500 (ONE HUNDRED TWENTY-SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) to Pace Suburban Bus from budget code 5000-1660-53827 24-703F 53827; and

WHEREAS, it is the opinion of the DuPage County Board, that it is its best interest, and the best interest of its residents, to enter into the aforementioned intergovernmental agreement for the implementation of transportation programs.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chairman is authorized to execute the intergovernmental agreement with Pace Suburban Bus, attached hereto as Exhibit A,

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and the executed agreement to Pace Suburban Bus, the DuPage County Department of Community Services, the DuPage County Finance Department, the DuPage County Auditor, and the DuPage County Treasurer.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE – SENIOR GRANT PROGRAM

This Intergovernmental Agreement for Paratransit Service – Senior Grant Program (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (Pace”) and County of DuPage, an Illinois municipal corporation, (“County”). Pace and County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) to aid and assist public transportation in the six-county Northeastern Illinois area; and

WHEREAS, Article VII, Section 10 of the constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate amount themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this agreement; and

WHEREAS, on January 24, 2006, the Parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage (“2006 IGA”); and

WHEREAS, County has requested that Pace provide paratransit service on behalf of County’s clients, constituents, and/or Ride DuPage sponsors.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on December 1, 2023. If the Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that they signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service shall be provided for eligible riders as described in the attached Exhibit A (“Service”).

3. **Term and Termination.** This Agreement shall remain in effect through November 30, 2024 unless earlier terminated by:

(a) County upon 60 days’ advance written notice to Pace; or

- (b) Pace upon written notice to County in the event: (1) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (2) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; or (3) County fails to make payments as required by Section 6 of this Agreement; or

- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to (a) shall be effective on the 60th day following Pace's receipt of County's notice. Termination pursuant to (b) shall be effective upon County's receipt of Pace's notice. Termination pursuant to (c) shall be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider (s). Pace shall make every reasonable effort to have the Service restored as soon as practical. Within 24 hours of any failure to provide the Service, Pace shall provide County with written notice of the circumstances for the failure and an estimate as to when the Service will be restored. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of a monthly report containing the number of one-way trips in connection with the Service and the total number vehicle Service hours.

6. **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").

- (a) The Total Expense shall equal the sum of hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.
- (b) County Reimbursement shall not exceed \$126,500.00. County shall be responsible for promptly submitting written Services change requests to Pace to avoid exceeding that amount.
- (c) County shall pay Pace within 30 days of receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

- (d) Notwithstanding anything to the contrary in this Agreement, in 2024 only, Pace will remit to sponsor (sponsor means a unit of local government or an agency that will participate in providing Services to its eligible riders) a subsidy in the amount of \$14,172 which amount represents 15% of sponsor's 2023 estimated local share. The Pace contribution will be limited to 75% of the actual operating deficit.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement shall be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees shall at all times remain employees of Pace, and Pace shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority ("RTA"), and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify another party indemnified under this Section for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

County represents and warrants that: (a) County has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by County to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to County with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) County has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, County acknowledges that Pace will not have or be subject to any liability to County resulting from the distribution to County or County's use of any information, including any information provided or made available to County or any other document or information in any form provided or made available to County, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

20. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery); or
- (b) by commercial overnight delivery (deemed effective on the next business day)

following deposit of the notice with a commercial overnight delivery company); or

- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6201

21. **Force Majeure.** A Party shall not be held liable to another Party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

22. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of

conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Interpretation.** The word "shall" when used in this Agreement is mandatory and not permissive.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

26. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

PACE

COUNTY

Signature on File

By: _____
Signature

By: _____
Signature

Print Name: Melinda Metzger

Print Name: Mary A Keating

Print Title: Executive Director

Print Title: Director of Community Services

Date: 12/22/2022

Date: _____

EXHIBIT A

TRANSPORTATION SERVICES DuPage County Community Services

TYPE OF SERVICE	Curb-to-Curb, Dial-A-Ride Bus and Taxi Service
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.
TRIP RESERVATION METHOD	Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.
SERVICE AREA	DuPage County and the surrounding area.
SERVICE HOURS	24 hour, 7-day a week service.
ONE-WAY FARE	For County Paratransit - \$4.00 per one-way trip For Senior Grant service - \$0.00 per one-way trip For Adult Daycare - \$0.00 per one-way trip For Health Department Service - \$0.00 per one-way trip For Transportation to Work - \$1.50 for first 6 miles and \$1.50 per mile, each mile thereafter.
RIDER ELIGIBILITY	For County Paratransit – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Community Services. Trips restricted to medical services and County complex only. For Senior Grant service – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services. For Adult Daycare - All clients must be registered through DuPage County Senior Services. For Health Department Service - All clients must be registered through the DuPage County Health Department Crisis Unit. For Transportation to Work - All clients must be registered through the DuPage County Health Department, Parents' Alliance, Ray Graham Association, Spectrum

Services, or Little Friends. Trips are restricted to work trips only.



HS Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0011-24

Agenda Date: 1/16/2024

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
TEEN PARENT CONNECTION
TO PROVIDE CAR SEATS, BOOSTER SEATS, DIAPERS, FORMULA, WIPES,
AND CAR SEAT SAFETY TRAINING TO
LOW INCOME RESIDENTS OF DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT \$40,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Teen Parent Connection, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Teen Parent Connection, 475 Taft Avenue, Glen Ellyn, IL 60188, for a total amount of \$40,000.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded)

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,000.00
	CURRENT TERM TOTAL COST: \$4,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Teen Parent Connection	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Becky Beilfuss	VENDOR CONTACT PHONE: (630) 812-0116	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: beckyb@teenparentconnection.org	VENDOR WEBSITE: teenparentconnection.org	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Teen Parent Connection will provide car seats, booster seats, diapers, formula, wipes and car seat safety training to low income residents of DuPage County via \$40,000 in CSBG grant funds.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished \$40,000 in CSBG funds will assist with up to 65 households with car seats, booster seats and car seat safety training and 250 households with diapers, formula, wipes and other infant needs.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Outreach Community Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. Low-income residents of DuPage County do not have access to safe, age-appropriate car seats for their children. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, 42.9% of the Service User indicated struggling to pay for car needs and 33.9% indicated struggling to obtain personal items for their families in the last 12 months. Teen Parent Connection (Sub-grantee) will provide child passenger safety education and car seats to DuPage County eligible families. Participating families will receive an age-appropriate car seat for each child and education on how to properly install the car seat by an Illinois Child Passenger Safety Technician. Participating families will also be provided diapers, wipes, supplemental food, and formula via Teen Parent Connection pantry.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Fund the program at \$40,000. 1) Fund Teen Parent Connection at \$40,000 to provide up to 65 households with car seats or booster seats and safety training as well 250 households with infant formula, diapers, wipes and other infant needs. 2) If funds are not provided, 35 households would not have the appropriate safety equipment, infant supplies and training to ensure their children are safe while in a vehicle.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Teen Parent Connection	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Becky Beilfuss	Email: beckyb@teenparentconnection.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 475 Taft Ave	City: Glen Ellyn	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60137	State: Illinois	Zip: 60187
Phone: (630) 812-0116	Fax:	Phone: 6444	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Contract Services	FY24	5000	1650	53820	24-231028	40,000.00	40,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TEEN PARENT CONNECTION FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and TEEN PARENT CONNECTION (hereinafter called "SUBGRANTEE"), located at: 475 Taft Avenue, Glen Ellyn, IL 60137 Unique Entity Identification (UEI) DUFXRU7MKJM9.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will conduct outreach and marketing to notify community of program;
2. SUBGRANTEE will determine eligibility, complete CSBG intake and enroll participants in the program;
3. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction;
4. SUBGRANTEE will conduct car seat safety education sessions;
5. SUBGRANTEE will provide up to 65 car seats or booster seats;
6. SUBGRANTEE will provide diapers, wipes, supplemental food, and formula for approximately 250 households;
7. SUBGRANTEE will maintain client file which shall contain proof of client's 30-day income, residency, proof of household members, copy of car seat warranty information card and proof of completion of safety education session;
8. SUBGRANTEE will submit client intakes to COUNTY within 30 days of entering the program;
9. SUBGRANTEE will Participate in the DuPage County CSBG Community Needs Assessment via client surveys, focus groups, client data and agency/board surveys;
10. SUBGRANTEE will provide COUNTY their annual audit and documentation of enrollment with SAMS.GOV along with the Unique Entity ID;

11. SUBGRANTEE will bill COUNTY at least quarterly for services, bill must provide detail of costs;
12. SUBGRANTEE will complete annual 211dupage.gov update by 5/1/24;
13. SUBGRANTEE will comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of \$40,000 to purchase car seats, diapers, wipes, infant formula, provide safety training and program support. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services at least quarterly for expenses. The invoice must be detailed how funding was used. Funds must be reported out and expended by December 31, 2024. Final invoice must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall

- significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

- A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024)
- B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).
- C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.
- D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.
- E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and 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, United States code, referred to as the Hatch Act.
- F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The

SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

- G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding \$2,500.00.

Subcontractors whose contract amount equals or exceeds \$25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

- H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

- I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE's fiscal year

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Teen Parent Connection
475 Taft Avenue
Glen Ellyn, IL 60137
Attention: Becky Beilfuss, Executive Director

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

IN WITNESS, WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below:

COUNTY OF DUPAGE
("COUNTY")

BY: _____ DATE: _____
MARY A. KEATING, DIRECTOR
DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

TEEN PARENT CONNECTION
("SUBGRANTEE")

BY: _____ DATE: _____

TITLE: _____

ATTEST: _____ DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. 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 the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
 - b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
 - c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
 - d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY
SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHMENT



Request for Funding from DuPage County Community Services to Support the Parents' Pantry and Child Passenger Safety Education and Car Seat Program

Since 1985, Teen Parent Connection has effectively responded to the changing needs of young families in and around DuPage County, delivering parenting education and support services to adolescent parents, ages 12-22. The continuum of care we offer, from pregnancy to age five, is carefully designed to address the unique challenges adolescent parents and their children face. Our specialized programs positively impact parental knowledge and behavior, decrease stress, improve family functioning, and increase access to resources. Compared to the national averages for teen parents, TPC participants experience improved child health outcomes, increased capacity to meet the needs of their children, increased social and emotional support, and decreased risk of abuse and neglect. According to the Illinois Department of Public Health, nearly 500 babies are born to young parents – (ages 12 to 22 years old) in DuPage County each year. Teen Parent Connection helps empower these parents to lead self-sufficient lives, building a strong and stable foundation for baby's healthy growth and development. By investing in teen parents today, TPC safeguards the future of two generations: parent and child.

One of the programs Teen Parent Connection offers is our Parents' Pantry. The Pantry offers a reliable source of essential care items for parents and children who participate in our parenting programs. Our Pantry model is "incentive-based," meaning that young parents earn "baby bucks" while attending programs. Parents can "spend" their baby bucks in the Pantry in exchange for diapers, formula, food, clothing, personal hygiene products, and other essential baby supplies and equipment. The most sought-after items in the Pantry are diapers and baby wipes. These products are expensive to buy in stores and are not accessible through government assistance programs. Without clean diapers, babies cannot participate in early childhood programs or daycare, creating a barrier for young parents who need to work and/or attend school. In addition, lack of clean diapers for young children creates potential health issues for the child – as well as public health issues for the community. Our participants visit the Parents' Pantry during regular pantry hours, but because we are aware that many of our families struggle with transportation issues, they also have the option to have diapers and other pantry items delivered to them during weekly home visits from a Family Support Worker. Although much of our pantry stock is donated, there are times when participant needs outpaced

contributions, or are unique to their special situations – such as a need for medication, special baby formula, hypo-allergenic products, etc. This grant support we are requesting would help fund the purchase of essential supplies and operating costs for the Parents' Pantry. Projected number to be served by the Parents Pantry in the 2024 grant period: 250 young families.

Grant funds would also be utilized to operate Teen Parent Connection's Car Seat Safety Education program – which was first piloted in 2017, with one staff member completing the Illinois Child Passenger Safety Technicians certification and performing car seat installation and use demonstrations with 18 participant families. Today, Teen Parent Connection has a team of seven members who have completed training and certification as car seat technicians. In 2023, with the support of this grant our technicians will have provided car seat education, safety checks, and expert installation for approximately 70 families who reside in DuPage County. Projected number of families to be served in the 2024 grant period: 65-70 families.

This organization is well prepared to continue this level of service to the community. Our educational materials and curriculum have been developed in both English and Spanish. Additionally, the team created a survey tool to measure increases in parents' knowledge and confidence in their ability to correctly install a car seat and safely transport their child. Results are collected and analyzed quarterly as a part of our continuous quality improvement plan.

Activities for Teen Parent Connection's Car Seat Safety Education program include:

- TPC who are already certified as Child Passenger Safety Technicians will complete all continuing education and other activities as required for re-certification under Illinois state guidelines.
- One TPC staff will complete the Illinois Child Passenger Safety Technician certification as funding allows, with the goal of all direct service staff becoming certified.
- All TPC participant families will be offered the opportunity to complete an education and demonstration session with a TPC Child Passenger Safety Technician.
- TPC will host Car Seat Safety Fairs during the program year, in partnership with local police departments and other safety programs.
- TPC staff who are certified as Child Passenger Safety Technicians will present Car Seat Safety Education curriculum at all TPC parenting group sites and childbirth education classes during the program year.

- TPC staff will talk to participant families about their child's car seat safety and will provide them with Car Seat Safety Education handouts and other resources.
- Participant families who identify a need for a new car seat for their child will complete a session with a TPC Child Passenger Safety Technician and/or attend an education session to qualify for a new car seat.
- As in previous years, Teen Parent Connection will continue to partner with several local police departments to participate in our Car Seat Safety Fairs - and work to expand these partnerships in the over the course of the grant year.
- Teen Parent Connection will expand its reach into the community by offering child passenger safety education and car seats to other DuPage County families who meet the eligibility requirements of the Community Services Block Grant.

Teen Parent Connection is committed to the health and safety of children, and we feel that the organization and staff is well prepared to continue to manage the Car Seat Safety Education program for DuPage County. In addition to our request for funding to support the program, we would welcome any additional resources that DuPage County Community Services could provide to help families become aware of – and access other services to meet the needs of their family more adequately.

Request for Funding: Teen Parent Connection requests renewed funding of \$40,000 to help the continuation of our work with both the Parents Pantry, and the Car Seat Safety Program. *See budget and funding sources attachment.

DuPage County CSBG Grant Fund Application Proposed Budget for January 1, 2024 - December 31, 2024

*A Final Budget, not exceeding the approved amount, will be submitted no later than January 15, 2024, in accordance with Title IV of the Service Block Grant. No categories may be added or subtracted from those proposed.

Thank you for your consideration of this request.

Becky Beilfuss

Executive Director 630-812-0116

beckyb@teenparentconnection.org

Teen Parent Connection 475 Taft Ave.

Glen Ellyn, Illinois 60137

Request submitted August 7, 2023

**TEEN PARENT CONNECTION
PANTRY & CAR SEAT PROGRAM EXPENSES FY24**

	FY24 Budget
Salaries & Wages	\$ 63,068
Taxes	\$ 4,825
Benefits	\$ 4,000
Program Consultants	\$ 567
Other Consultants	\$ 967
Food	\$ 120
Supplies	\$ 282
Insurance	\$ 672
Maintenance	\$ 2,238
Local Transportation	\$ 40
Loan Interest Expense	\$ 402
Building Rent/Pod	\$ 4,800
Telephone	\$ 795
Subscriptions & Memberships	\$ 101
Postage	\$ 20
Outside Printing	\$ 128
Other Expenses	\$ 341
Equipment Rental	\$ 199
Training/Conferences	\$ 443
Pantry Supplies (diapers, wipes, baby food, other supplies)	\$ 5,000
Scholarships	\$ 3,000
TOTAL	\$ 92,008

**Teen Parent Connection
2024 CSBG Grant Proposal
Financial Summary**

Grant Request:	\$ 40,000
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Budget	
Training for new staff	\$ 250
Recertification (7 @\$100 each)	\$ 700
Car seats (70@ \$175 each)	\$ 12,250
Offsite storage rental	\$ 2,000
Parents' Pantry supplies	\$ 2,800
Staff time	\$ 22,000
Total	\$ 40,000

Other Sources of Program Funding	
Naperville Rotary	\$ 4,000
Wheaton Rotary	\$ 2,000
Naperville Rotary Sunshine	\$ 1,000
Alfred Bersted Foundation	\$ 5,000
United Way DuPage Area	\$ 5,000
DuPage Foundation	\$ 5,000
Community Memorial Foundation	\$ 5,000
Jordan Family Foundation	\$ 2,000
Individual Donations	\$ 23,000
Total	\$ 52,000



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Dec 30, 2023

Bid/Contract/PO #: _____

Company Name: Teen Parent Connection	Company Contact: Becky Beilfuss
Contact Phone: 630-812-0116	Contact Email: bekyb@teenparentconnection.org

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Becky Beilfuss

Title

Executive Director

Date

Dec 30, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



HS Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0012-24

Agenda Date: 1/16/2024

Agenda #: 6.C.

**AWARDING RESOLUTION ISSUED TO CATHOLIC CHARITIES TO PROVIDE
SHELTER, CASE MANAGEMENT, AND FINANCIAL
ASSISTANCE TO SITUATIONALLY HOMELESS RESIDENTS AND AT RISK OF HOMELESSNESS
RESIDENTS OF DUPAGE COUNTY AND FINANCIAL SUPPORT FOR THE BACK TO SCHOOL FAIR
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT \$65,000.00)**

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Catholic Charities to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County and financial support for the Back to School Fair, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Catholic Charities, 3040 Finley Road Suite 200, Downers Grove, IL 60515, for a total amount not to exceed \$65,000.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded.)

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$65,000.00
	CURRENT TERM TOTAL COST: \$65,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Catholic Charities	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Amy LaFauce	VENDOR CONTACT PHONE: (630) 495-8008 ext. 6509	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: alafauce@cc-doj.org	VENDOR WEBSITE: www.catholiccharitiesjoliet.org	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Catholic Charities provides shelter, case management and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County; \$55,000 in CSBG grant funds supports this initiative. The also hold an annual Back to School Fair to ensure children have the appropriate supplies to attend school; \$10,000 in CSBG grant funds support this initiative for a total of \$65,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished \$55,000 in CSBG funds will assist approximately 75 homeless residents or at risk of homelessness residents with counseling, case management, financial assistance, budgeting assistance, job search assistance, transportation assistance, job skills/training, and will be linked to various other resources in the County. \$10,000 in CSBG funds will be used to support the Back to School Fair assisting approximately 1,200 families with school supplies.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Catholic Charities is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. See attached request for funding. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, a top unmet need in our community is housing. 91% of the Stakeholders who responded to the Needs Assessment Survey identified finding affordable housing as being the biggest barrier for residents in DuPage County. Catholic Charities (Sub-grantee) will provide housing case management services to individuals residing in the Kathy Paulsen Hope House Emergency Shelter moving these individuals to permanent stable housing.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Fund the program at \$65,000 1) Issue a sub grantee agreement with Catholic Charities for \$65,000. This will allow homeless families to have a safe place to stay and receive other services to establish permanent housing. Will also assist families in obtaining needed supplies for their children to start school. 2) Do not fund the program and run the risk that families will be forced to live without shelter in their cars or on our streets and children will not have the appropriate supplies for school.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Catholic Charities	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Amy LaFauce	Email: alafauce@cc-doj.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 3040 Finley Road Suite 200	City: Downers Grove	Address: 421 N. County Farm Rd	City: Wheaton
State: Illinois	Zip: 60515	State: Illinois	Zip: 60187
Phone: (630) 495-8008 ext. 6509	Fax:	Phone: 6444	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Contract Services	FY24	5000	1650	53820	24-231028	65,000.00	65,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 65,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CATHOLIC CHARITIES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this ____ day of _____ 20____, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and CATHOLIC CHARITIES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 16555 Weber Road, Crest Hill, IL 60403, UEI TK79EJPCX1C6.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to provide GRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. SUBGRANTEE will conduct outreach to notify community of program;
2. SUBGRANTEE will maintain 24 hours, 7-day crisis line to serve as a central clearinghouse for all emergency shelter needs in DuPage County. Screen, assess and refer clients in need of shelter;
3. SUBGRANTEE Complete intake, determine eligibility and maintain 75 client files, files will contain: 30-day income, self-sufficiency scale documentation of household members and proof of homelessness or DuPage County residency;
4. SUBGRANTEE will screen potential residents for substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance;
5. SUBGRANTEE will provide case management services to CSBG eligible individuals who are homeless in the Kathy Paulsen Hope House Emergency Shelter;
6. SUBGRANTEE will create and monitor an individualized Service Plan detailing individuals' goals and objectives. Case Manager will revisit plan with client every 30 days;
7. SUBGRANTEE will provide employment and vocational counseling support through one-on-one counseling or group classes;
8. SUBGRANTEE will provide housing navigation support to individuals seeking safe, permanent housing;
9. SUBGRANTEE will monitor interventions and connect clients with needed services, advocate when necessary;

10. SUBGRANTEE will provide direct housing support in the form of basic needs, security deposit, rental assistance, moving expense, basic household furnishings and car repairs to 30 households exiting Kathy Paulsen Hope House Emergency Shelter to permanent housing;
11. SUBGRANTEE will partner with HOME DuPage to provide financial literacy to clients in CSBG Program;
12. SUBGRANTEE will provide up to 6 months aftercare services including follow up case management, advocacy, referrals, and resources to 100% of households exiting Kathy Paulsen Hope House Emergency Shelter;
13. SUBGRANTEE will invoice COUNTY, at least, quarterly for services, invoice must provide details of costs;
14. SUBGRANTEE Provide DuPage County Department of Community Services with the Agency's Annual audit and provide proof of Unique Entity ID generated by SAMS.gov;
15. SUBGRANTEE will participate in the DuPage County Department of Community Services Needs Assessment via client surveys, focus groups, client data and agency/board surveys;
16. SUBGRANTEE will update 211dupage.gov annually with agency referral information by 9/1/2024;
17. SUBGRANTEE will provide COUNTY CSBG applications within 30 days of completion;
18. SUBGRANTEE will plan, organize, and market the DuPage Back to School Fair;
19. SUBGRANTEE will bill COUNTY at least quarterly for re-housing (rent, security deposit, moving expenses, food, etc.);
20. SUBGRANTEE will bill COUNTY for expenses incurred for the Back-to-School Fair no later than September 30, 2024;
21. SUBGRANTEE will comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of \$55,000.00 for Kathy Paulsen Hope House activities and a maximum of \$10,000 for Back-to-School Fair activities total grant of \$65,000. Kathy Paulsen Hope House invoicing shall be sent at least quarterly, based upon expenses incurred, and must include supporting client documentation for expenses billed. Back to School Fair invoicing will be based on expenses incurred for the fair. Invoicing for the fair will be received by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this, Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024.)

- B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").
- C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discriminatory clause.
- D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.
- E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and 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, United States code, referred to as the Hatch Act.
- F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all time sheets, billings, and other documentation, used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.
- G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the Grant for five (5) years from the final payment under the Grant. The term "contract:" as used in this clause excludes purchase orders not exceeding \$2,500.00.

Subcontractors whose contract amount equals or exceeds \$25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133

("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds on a quarterly basis. Said reports shall include the SUBGRANTEE'S certification that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report and or annual report within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the

COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as set forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Catholic Charities
16555 Weber Rd
Crest Hill, IL 60403
Attention: Kathleen Langdon

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: _____

MARY A. KEATING, DIRECTOR

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

DATE: _____

CATHOLIC CHARITIES
("SUBGRANTEE")

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. 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 the regulations issued pursuant thereto (24 CFR Part 1, *et. seq.*), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
 - b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
 - c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
 - d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 *et. seq.*).

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHED

2024 Community Services Block Grant Proposal
Catholic Charities, Diocese of Joliet
Kathy Paulsen Hope House Shelter &
Back to School Fair

Catholic Charities, Diocese of Joliet desires to participate as a sub-grantee of the County's Community Services Block Grant. Catholic Charities is requesting a total of \$65,000 which includes \$55,000 for Kathy Paulsen Hope House Shelter and \$10,000 for the DuPage Back to School Fair.

Located in DuPage County, Kathy Paulsen Hope House is a 24 hour, 18-bed shelter serving individuals and families made homeless by a crisis (e.g. job loss, divorce, depleted savings, eviction or home foreclosure). It provides short-term shelter, case management and support services to assist and empower clients to find employment and permanent, stable housing leading to self-sufficiency. Kathy Paulsen Hope House also operates a 24 hour crisis hotline, which serves as a primary access point for all those in DuPage County seeking homeless services.

In FY 2023, Kathy Paulsen Hope House served 153 individuals (37 children ages 1-17; 105 adults ages 18-61 and 11 seniors 62+). Of the total served, 74 were Caucasian; 75 African-American; 2 American Indian, Alaska Native, or Indigenous and 2 identified as multi-racial. A total of 48 individuals identified as Hispanic. During the past fiscal year, 55% of the adults who entered the shelter program, exited with full-time or equivalent employment earning enough income to obtain and maintain housing in the community, allowing 63% of Hope House clients to exit into permanent, stable housing.

The Back To School Fair (BTSF) is a large-scale program through which Catholic Charities partners with local agencies to provide school supplies and essential basic needs support to children in grades K-12 for a successful return to school. The families attending are representative of the "working poor" as well as residents from homeless shelters, transitional housing, and domestic violence shelters. They have limited or no resources available to prepare their children for the upcoming school year. Eligible families must reside in DuPage County, provide self-certification of income, proof of Medicaid eligibility, and children of the BTSF families served must qualify for federally-sponsored free school lunch programs.

The BTSF enables Catholic Charities to prepare extremely low-income children and their families for the new school year by providing back packs and school supplies as well as access to critical, resources and services. In 2022, the Back to School Fair served a total of 651 families totaling 2,754 individuals with 1,608 school aged children receiving a backpack filled with school supplies as well as food boxes of perishable and non-perishable items.

The funding requested through the County's Community Services Block Grant will be used to perform the following activities for the benefit of the County in a timely fashion:

1. Maintain a 24 hour, 7 day crisis line to serve as a central clearinghouse for all shelter needs in DuPage, having on call 24 hours per day, a staff member with a Masters of Social Work or equivalent degree and experience.
2. Screen, assess and refer clients in need of shelter.
3. Provide case management services to 75 CSBG eligible individuals who are homeless (200% of Federal Poverty Level or Below). Additional Services provide as needed will be:
 - a. Provide emergency shelter
 - b. Provide employment and vocational counseling support through one-on-one counseling and group classes.
 - c. Provide housing navigation support to households as they seek safe, permanent stable housing that is subsidized or unsubsidized.
 - d. Create and monitor an Individualized Service Plan detailing individuals' goals and objectives to obtain permanent stable housing; revising this plan every 30 days.
 - e. Provide direct housing support in the form of basic needs, security deposit, rental payment, moving expenses, basic household furnishings and car repairs for 30 households (45 individuals) at or below 200% poverty level exiting Hope House to safe, permanent housing.
 - f. Partner with HOME DuPage to provide financial Literacy.
 - g. Provide up to 6 months of aftercare services including follow up, case management, advocacy, referrals and resources to 100% of households who exit Hope House shelter.
4. Obtain proof of 30 day income, household members, and proof of residency or homelessness maintain in client file
5. Plan, organize, and market the DuPage Back to School Fair
6. Comply with all assurances as further detailed in Exhibit "A" attached hereto and incorporated as part of the 2024 Community Service Block Grant Agreement

Catholic Charities Diocese of Joliet agrees that the requested CSBG funds will be expended between the dates of 01/01/2024 to 12/31/2024 with a final budget due by January 15, 2025. Invoicing for the Back to School Fair will be submitted by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities will be submitted by January 22, 2025.

DuPage CSBG 2024
Kathy Paulsen Hope House and BTSF Budgets

HOPE HOUSE SHELTER

Sources of Operating Funds for this Program

	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Federal Funds: ESG passed through DuPage Co.	\$54,236.00		\$54,236.00
Federal Funds: ESG passed through DHS	\$42,163.00		\$42,163.00
Federal Funds: CSBG passed through DuPage Co.		\$55,000.00	\$55,000.00
Federal Funds: EFSP passed through FEMA	\$47,615.00	\$15,970.00	\$63,585.00
State Funds: Emergency & Transitional Housing	\$222,700.00		\$222,700.00
Miscellaneous contrib		\$16,709.00	\$16,709.00
Total Revenue	\$366,714.00	\$87,679.00	\$454,393.00

Expenses

	Other Budgeted expense	CSBG Expense	Total Expense
Salaries & related expenses	\$314,948.00	\$30,000.00	\$344,948.00
Shelter expenses & supplies	\$23,468.00		\$23,468.00
Shelter occupancy costs	\$57,233.00		\$57,233.00
Direct support	\$2,400.00	\$25,000.00	\$27,400.00
Training, travel & other program expenses	\$1,344.00		\$1,344.00
Total expenses	\$399,393.00	\$55,000.00	\$454,393.00

BACK to SCHOOL FAIR

Sources of Operating Funds for this Program

	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Federal Funds: CSBG passed through DuPage Co.		\$10,000.00	\$10,000.00
Miscellaneous contrib		\$68,825.00	\$68,825.00
Total Revenue	\$0.00	\$78,825.00	\$78,825.00

Expenses

	Other Budgeted Expense	CSBG Expense	Total Expense
Salaries & related expenses	\$8,920.00	\$4,400.00	\$13,320.00
Venue rental		\$1,600.00	\$1,600.00
School supplies	\$56,000.00	\$4,000.00	\$60,000.00
Postage, printing, and event supplies	\$2,380.00		\$2,380.00
Other event expense	\$1,525.00		\$1,525.00
Total expenses	\$68,825.00	\$10,000.00	\$78,825.00



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 01/02/2024

Bid/Contract/PO #: _____

Company Name: Catholic Charities, Diocese of Joliet	Company Contact: Amy LaFauce
Contact Phone: 630-495-8008	Contact Email: alafauce@cc-doj.org

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

Kathleen Langdon

Title

Executive Director

Date

01-03-2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0005-24

Agenda Date: 1/16/2024

Agenda #: 7.A.

ACCEPTANCE OF THE 2024 ACTION PLAN ELEMENT OF THE
DU PAGE COUNTY 2020-2024 CONSOLIDATED PLAN FOR HOUSING
AND COMMUNITY DEVELOPMENT
(First Reading)

To view this document in its entirety, please use this link:

[DuPage County IL Community Development Commission - Annual Action Plan](https://www.dupageco.org/Community_Services/Community_Development_Commission/31052/)

<https://www.dupageco.org/Community_Services/Community_Development_Commission/31052/>

(Listed under "2024 Action Plan - Draft Public Comment Period" Heading)

WHEREAS, DuPage County has participated in the Community Development Block Grant program since 1975; and

WHEREAS, DuPage County has participated in the Emergency Shelter Grant program since 1987; and

WHEREAS, The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("Hearth Act"), enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by the U.S. Department of Housing and Urban Development ("HUD") under the McKinney-Vento Homeless Assistance Act into a single grant program, and revised the Emergency Shelter Grant program and renamed it as the Emergency Solutions Grant ("ESG") program; and

WHEREAS, DuPage County has participated in the HOME Investment Partnership program since 1992; and

WHEREAS, these programs will provide an approximate total of \$5.8 million in new Federal funding to DuPage County in 2024, and the county will also have available approximately an additional \$1 million in anticipated income and reallocated funds from previous years, said funds being available for Housing and Community Development activities benefiting low- and moderate-income persons, the homeless, and persons with Special needs; and

WHEREAS, a requirement of these programs is the preparation of a Consolidated Plan for Housing and Community Development (ConPlan); and

WHEREAS, the 2020-2024 ConPlan was adopted by the DuPage County Board on March 10, 2020 by Resolution HHS-R-0068-20; and

WHEREAS, a 2024 Action Plan element of the ConPlan, listing activities to be funded in the 2023 program year, is required; and

WHEREAS, 2024 Action Plan projects were approved by the DuPage Community Development Commission Executive Committee and HOME Advisory Group on January 2, 2024 and by the DuPage County Human Services Committee on January 16, 2024; and

WHEREAS, a 30-day public comment period will be completed on February 2, 2024, and a public hearing was held on January 17, 2024, and, in accordance with federal regulations governing the development of consolidated plans, all comments will be included in the final draft of the Action Plan along with responses to these comments.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby accepts for First Reading the 2024 Action Plan Element of the DuPage County Consolidated Plan for Housing and Community Development, which is incorporated by reference with this resolution; with the understanding that approval of the document will take place at the Second Reading Scheduled for a later date; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a certified copy of this Resolution to Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chair and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

SUBJECT: Draft 2024 Action Plan

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

On January 2, 2024, the Community Development Commission Executive Committee and the HOME Advisory Group approved 2024 funding recommendations.

Action Requested: CDC Exec Committee and HOME Advisory Group recommend approval of the draft 2024 Action Plan to proceed through the completion process.

Detail: The 2024 Annual Action Plan outlines the specific projects to be undertaken with 2023 Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funds. The CDBG and ESG projects identified in the 2024 Action Plan were approved by the CDC Executive Committee on January 2, 2024. HOME projects currently listed in the 2024 Action Plan were identified through outreach to Developers and Subrecipients. All HOME projects recommended for funding require applications and significant underwriting review to be completed prior to recommendation to the HOME Advisory Group. Prior to entering into a HOME Agreement with a Developer or Subrecipient, the HOME Advisory Group must approve staff's recommendation.

The 2024 Action Plan is currently out for public comment, with an end date scheduled for 02/02/2024. A public hearing is scheduled for January 17, 2024. A draft of the 2024 Action Plan can be found on our website at [Planning and Reporting \(dupagecounty.gov\)](http://Planning and Reporting (dupagecounty.gov)) under "2024 Action Plan - Draft Public Comment Period" heading. The remaining approval schedule is outlined below:

01/02/2024 – Start of public comment period
01/16/2024 – Draft Plan to the Human Services Committee
01/17/2024 – Public Hearing
01/23/2024 – First reading by the County Board
02/02/2024 – End of public comment period
02/13/2024 – Final approval by County Board

The Action Plan will be submitted to HUD for approval once the actual funding amounts are received. This timeframe has not been identified by HUD and may take several

weeks to several months before the plan can be adjusted and submitted for approval. In the event the actual total funding amount received is not within 25% of the estimated funding listed in the Action Plan, the DuPage County Citizen Participation Plan requires an additional public hearing and public comment period to take place.

2024 FUNDING RECOMMENDATIONS SUMMARY

2024 Planning Assumptions	
CDBG	\$3,663,480.00
ESG	\$288,247.00
Total Entitlements	\$3,951,727.00
<i>Rollover of Unobligated Funds and Program Income</i>	\$875,849.00
Total Available	\$4,827,576.00

Category	CDBG			ESG	Notes
	Cap/NIV/Rehab	Public Serv.	Admin		
Neighborhood Investment	\$2,400,000				<p>The CDC received a total of 17 eligible applications in 2021 for potential funding in PY23 or PY24.</p> <p>Four projects are recommended for funding in 2024.</p> <p>The remaining four eligible projects are included as alternates, should increased funding be allocated by HUD or other projects are unable to move forward.</p>
Public Facilities	\$596,150				<p>13 projects were identified to be funded during the Consolidated Plan timeframe. Two eligible projects remain for PY2024</p> <p>One projects is recommended for funding in 2024.</p> <p>Remaining project is included as an alternate project, should increased funding be allocated by HUD or other projects are unable to move forward.</p>
Public Facilities - DuPage County Care Center	\$0				Set-aside for Care Center rehabilitation needs. A 2024 project was not applied for due to an ongoing project funding with \$1.9M in CDBG-CV funding.
HMIS				\$58,681	Set-aside for Homeless Management Information System
Housing/Homeless		\$390,000		\$172,948	<p>10 CDBG public service applications targeting housing and homeless services were received. The top six scoring applications are recommended for funding.</p> <p>6 ESG applications were received. ESG funding has been recommended for 5 of the 6 applications.</p>
Homelessness Prevention				\$35,000	Funds for homelessness prevention
Housing Resource Unit		\$145,000			Set-aside for the Community Services Housing Resource Unit.
Single Family Rehab	\$275,483				Set-aside for Single Family Rehabilitation program.
CDBG Admin			\$732,696		20% regulatory cap
ESG Admin				\$21,618	7.5% regulatory cap
Total	\$3,271,633	\$535,000	\$732,696	\$288,247	\$4,827,576

2022-2024 Neighborhood Investment Projects - CDBG								
Applicant	Project	Funds Requested	Total Project Cost	Score	Year 4 Recs. (2023)	Year 5 Recs. (2024)	*B-List (Pending Project Cancellation OR Additional Available Funds)	Notes
Village of Villa Park	Michigan and Vermont Improvement Project (1 of 3)	\$600,000	\$620,000	49.2				
Village of Bensenville	2022 CDBG Residential Streetlight Project Streetlights (Priority 3)	\$481,425	\$568,082	42.8	\$481,425			
City of West Chicago	Sophia St Area water Main & Street Rehabilitation	\$600,000	\$947,190	42.6				
Carol Stream Park District	Community Park	\$600,000	\$2,002,600	40.9				
Village of Glendale Heights	Norton Avenue and E. Schubert Avenue Water Main Replacement Project	\$600,000	\$1,331,302	40.1				
Village of Addison	Michael Ln/Lincoln Ct Water Main Replacement and Street Program	\$600,000	\$1,580,000	58	\$600,000			
Village of Villa Park	Iowa and Vermont Improvement Project (2 of 3)	\$600,000	\$610,000	48.2	\$600,000			
Village of Bensenville	CDBG Roadway & Watermain Improvements (Browngate Subdivision) (Priority 1)	\$600,000	\$1,902,141	45.8	\$600,000			
Village of Bensenville	CDBG Roadway and Watermain Improvements (Argyle and Twin Oaks Project (Priority 2)	\$600,000	\$1,521,063	44.8		\$600,000		
Village of Glendale Heights	Cambridge Lane and Westchester Drive Water Main Replacement Project	\$600,000	\$947,788	40.8		\$600,000		

Village of Glendale Heights	Jill Court and Marilyn Avenue Water Main Replacement Project	\$600,000	\$799,560	40.3			\$600,000	
City of West Chicago	York Ave Area - Water Main & Street Rehabilitation	\$600,000	\$938,631	40.1			\$600,000	
Village of Addison	Janice Ln/Marilyn Ter/Valerie Ln Water Main Replacement (Priority 3)	\$600,000	\$1,635,000	59.4		\$600,000		
City of West Chicago	Bishop St. & East Brown St. - Water Main & Streets Rehabilitation Project	\$600,000	\$957,153	45.3		\$600,000		
Village of Addison	College Blvd Resurfacing	\$550,000	\$600,000	39.5			\$550,000	Received CPF award, CDBG funds no longer required.
Village of Villa Park	Ridge and Roy Improvement Project (3 of 3)	\$600,000	\$600,000	36			\$600,000	
City of Wheaton	Roosevelt Rd Water Main Replacement President to Blanchard	\$490,000	\$563,500	39.5			\$490,000	
City of Wheaton	Roosevelt Rd Water Main Replacement Blanchard to 1830 E Roosevelt	\$574,000	\$660,100	39.5				Project Not Eligible
City of Wood Dale	Street Lighting Improvement Project	\$323,000	\$407,000	25.5				Project Not Eligible
Grand Totals			\$2,281,425			\$2,400,000	\$2,840,000	

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

2020-2024 Public Facilities - CDBG					Recommendations					*B-List (Pending Project Cancellation OR Additional Available Funds)
Applicant	Project	Funds Requested	Total Project Cost	Score	Year 1 Recs. (2020)	Year 2 Recs. (2021)	Year 3 Recs. (2022)	Year 4 Recs. (2023)	Year 5 Recs. (2024)	
Little City Foundation	Renovation of 2 Hanover Park CILAs	\$292,395.00	\$325,978.00	77	\$292,395					
Little City Foundation	New CILA Home for Seniors	\$400,000.00	\$641,819.00	74		\$400,000				
HOPE Fair Housing	HOPE Fair Housing HVAC Systems & ADA	\$71,984.63	\$119,974.38	66.5			\$73,462			
Midwest Shelter for Homeless Veterans	Larson Home for Vets Rehab	\$99,635.00	\$206,620.00	66.5			Rescinded application			
Ray Graham Association for People with Disabilities	Renovation of Circle, Hale & Elm CILAs	\$376,070.00	\$417,857.00	64	\$376,070					
Ray Graham Association for People with Disabilities	Renovation of Ridge, Winston & Williams CILAs	\$382,248.00	\$460,144.00	63.5 (2019 Orig.) 62 (2023 Update)						\$382,248.00
Midwest Shelter for Homeless Veterans	433 S Carlton Rehab Phase 2 - Spilt over 2 years per CDC Exec approval 10/6/2020	\$418,700.00	\$418,700.00	63	Project Cancelled	Project Cancelled				
United Cerebral Palsy Segin of Greater Chicago	"Home is Where the Heart Is" Group Home Priority #1	\$400,000.00	\$600,000.00	63		\$400,000				
United Cerebral Palsy Segin of Greater Chicago	"Home is Where the Heart Is" Group Home Priority #2	\$596,150.00	\$746,150.00	63 (2019 Orig.) 65 (2023 Update)					\$596,150.00	
Northern IL Food Bank	LED Lighting Upgrade	\$150,000.00	\$228,400.00	59			Project completed prior to CDBG Agreement			
Almost Home Kids	Naperville Capital Improvements	\$400,000.00	\$431,000.00	56.5		\$400,000				
Serenity House Counseling Services	WERC Expansion to meet Community Opioid Crisis	\$400,000.00	\$608,600.00	56	Agreement Cancelled - Project unable to move forward during Agreement period.		\$400,000			
Metropolitan Family Services	Family Shelter Service 605 Cap Rehab	\$304,000.00	\$399,023.00	54.5				Rescinded application		
FUNDING CUTOFF										
Clearbrook	New CILA Home Project	\$400,000.00	\$520,000.00	53						
Clearbrook	Dolores CILA Project	\$400,000.00	\$520,000.00	53						
West Suburban Community Pantry	Access 2020: Building Capacity, Breaking Down Barriers	\$400,000.00	\$815,000.00	53						
DPC Health Department	DCHD CAP 2 & 5 & WC GH	\$400,000.00	\$518,450.00	51						
DPC Health Department	Addison, Bloomingdale, & Glen Ellyn GHs	\$400,000.00	\$400,230.00	49						
Bartlett Learning Center	New CILA	\$400,000.00	\$400,000.00	33						
Healthcare Alternative Systems	2019 Wheaton Capital Improvements	\$339,979.00	\$336,979.00	Did not meet minimum requirements						
Little Friends, Inc.	Children's Home Renovation & Building Improvements	\$337,000.00	\$355,000.00	Did not meet minimum requirements						
Bartlett Learning Center	Clare Woods Academy & Cupertino Home Rehab	\$400,000.00	\$400,000.00	Did not meet minimum requirements						
Total		\$7,768,162	\$9,869,924		\$668,465	\$1,200,000	\$473,462	\$0	\$596,150.00	\$382,248.00

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

DuPage Care Center Set-Aside				Recommendations				
Applicant	Project	Funds Requested	Total Project Cost	Year 1 Recommendations (2020)	*Year 2 Recommendations	*Year 3 Recommendation	Year 4 Recommendations (2023)	*Year 5 Recommendations (2024)
DuPage Care Center	Steam Generator Replacement	\$400,000.00	\$648,550.00	\$400,000				
DuPage Care Center	Window Replacement, South Wing Common Area Scope updated per Care Center request December 2020	\$800,000.00	\$800,000.00		\$800,000			
DuPage Care Center	Air Handling Units Replacement Accelerated to 2021	\$1,000,000.00	\$1,055,070.00			\$1,000,000		
DuPage Care Center	Annual Set Aside						Project not identified	Project not identified
Total		\$2,200,000.00	\$2,503,620.00	\$400,000	\$800,000	\$1,000,000	\$0	\$0

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

Housing/Homeless Needs – CDBG					Recommendations
Applicant	Project	Funds Requested	Total Project Cost	Score	2024 Funding Amounts
Catholic Charities	HOME TBRA Rapid Rehousing	\$65,000.00	\$202,603.00	118.00	\$65,000
Bridge Communities	Stability Program for Families Experiencing Homelessness	\$60,000.00	\$335,600.00	108.50	\$60,000
Catholic Charities	Emergency Services/Homeless Prevention & Daybreak Transitional Housing	\$85,000.00	\$1,180,220.00	103.50	\$85,000
People's Resource Center	Homelessness Prevention Program	\$100,000.00	\$684,382.00	100.00	\$100,000
Metropolitan Family Services (& FSS of MFS)	Shelter Services for Domestic Violence Survivors	\$80,000.00	\$3,317,851.00	95.00	\$80,000
DuPage County Community Services	Housing Resource Unit	\$160,000.00	\$1,231,584.00	92.00	\$145,000
FUNDING CUTOFF					
HOME DuPage	Foreclosure Prevention/Homelessness Prevention/Counselor in Court/Foreclosure Recovery	\$65,000.00	\$449,000.00	90.50	\$0
Prairie State Legal Services	Legal Services for Housing Stability	\$257,995.00	\$308,395.00	89.50	\$0
360 Youth Services	CDBG	\$137,150.00	\$942,715.90	88.00	\$0
DuPage Pads	CDBG - Interim Housing Center - DuPage Pads	\$125,884.00	\$1,595,640.00	88.00	\$0
Total		\$1,136,029	\$10,247,991		\$535,000

Applications were solicited for 2023 and 2024 program year funding. 2024 funding recommendations are contingent upon receipt of funds from HUD and receipt of required requested updated information/documentation from each applicant.

Housing/Homeless Needs – ESG				Score	2024 Recommendation
Catholic Charities	Kathy Paulsen Hope House Shelter (ES)	\$85,000	\$568,610	114.50	\$42,500
DuPage County Community Services	Emergency Solutions Grant - County (HP)	\$40,000.00	\$1,524,738.00	102.5	\$35,000
DuPage County Community Services	HMIS (HMIS)	\$0.00	\$0.00	104	\$58,681

DuPage Pads	ESG - Interim Housing - DuPage Pads (ES)	\$206,809.00	\$1,676,565.00	94.5	\$103,404
DuPage Pads	ESG - Street Outreach - DuPage Pads (SO)	\$83,923.00	\$220,775.00	100	\$27,044
Outreach Community Ministries	ESG County (HP)	\$50,000.00	\$478,365.00	81	\$0
Total			\$4,469,053		\$266,629

ES & SO cannot exceed 60% of FY grant year funds (24 CFR 576.100(b)(1)).

Applications were solicited for 2023 and 2024 program year funding. 2024 funding recommendations are contingent upon receipt of funds from HUD and receipt of required requested updated information/documentation from each applicant.



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0006-24

Agenda Date: 1/16/2024

Agenda #: 7.B.

HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT WITH
PIONEER PRAIRIE LLC. / DUPAGE HABITAT FOR HUMANITY, INC.
HM09-03

WHEREAS, DuPage County is and has been a Participating Jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, Pioneer Prairie LLC, an Illinois limited liability company whose sole and managing member is DuPage Habitat for Humanity, Inc., an Illinois not-for-profit corporation, applied for HOME funds to be used for site work, infrastructure on-site, and construction of 11 single-family homes, known as HOME project HM09-03; and

WHEREAS, upon completion of construction, each single-family home was to be sold to HOME income eligible households to be occupied as their primary residence; and

WHEREAS, the DuPage HOME Advisory Group and the County Development Committee have recommended SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) for said application; and

WHEREAS, an Agreement was adopted by Resolution CDC-019-09 on June 23, 2009 (herein, together with all modifications thereto, the "Agreement"); and

WHEREAS, Agreement Modification One was adopted by Resolution CDC-029-09 on October 27, 2009, for the purpose of changing the entity from "Subrecipient" to "Developer" throughout the Agreement and to modify the procurement procedures; and

WHEREAS, Agreement Modification Two was adopted by Resolution CDC-012-10 on May 11, 2010, for the purpose of clarifying income limits for low-income households to be at or below 60% of Median Family Income for DuPage County and to clarify the income calculation and certification will be completed using the IRS Form 1040 Adjusted Gross Income definition; and

WHEREAS, the attached Modification to Agreement has been prepared to clarify direct HOME subsidy provided to each income eligible household is subject to recapture requirements under the HOME program and to clarify the regulatory HOME Affordability Period for homeownership assistance over \$40,000 is 15-years; and

WHEREAS, the DuPage HOME Advisory Group approved the Agreement Modification on 01/02/2024; and

WHEREAS, the DuPage County Human Services Committee has approved the Agreement Modification 01/16/2024.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification to Agreement between the County of DuPage and DuPage Habitat for Humanity, Inc., attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Modification to Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM09-03 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Program and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Jennifer Taff, Interim Executive Director, DuPage Habitat for Humanity, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187; and Community Development; and to send copies to the Auditor, Finance, and the Treasurer.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

**SUBJECT: HM09-03 HOME Investment Partnerships Program Agreement -
Modification Three**

**On 01/02/2024, the HOME Advisory Group approved the following
recommendation.**

Action Requested: The HOME Advisory Group recommends approval of Modification Three to the HOME Investment Partnerships Program (HOME) Agreement, known as HM09-03, between the County of DuPage and Pioneer Prairie LLC, whose sole managing member is DuPage Habitat for Humanity, Inc. Modification Three clarifies direct HOME subsidy provided to each income eligible household is subject to recapture requirements under the HOME Program as well as clarifies the HOME Affordability Period for homeownership assistance over \$40,000 is 15-years.

Details: The HM09-03 Agreement was approved by the County Board on 06/23/2009 and adopted by Resolution CDC-019-09 for the purpose of site work, on-site infrastructure, and construction of 11 single-family homes in West Chicago. Upon completion, each home was to be resold to an income qualified household.

HOME regulations require homeownership projects to incorporate either a resale or recapture requirement throughout the regulatory affordability period attached to the property, which for this project, is 15-years from the date each newly constructed property was originally sold to the income eligible household. Resale requires a property to be sold to a new income eligible household if the original homebuyer does not continue to use the property as its primary residence during the affordability period. Recapture requires repayment to the County of HOME assistance provided to the homebuyer if the original homebuyer does not continue to use the property as its primary residence during the affordability period. Currently, the HM09-03 Agreement contains both resale and recapture language, causing confusion of long-term requirements.

This Modification will clarify the long-term requirements of the HM09-03 Agreement and ensure compliance throughout the Affordability Period. A Mortgage Modification will be prepared and recorded against each property to ensure each homeowner is aware of the recapture clarification.

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION
HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT
HM09-03

THIS MODIFICATION TO AGREEMENT is entered into this 23rd day of January, 2024 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and PIONEER PRAIRIE LLC, an Illinois Limited Liability Company, whose sole managing member is DUPAGE HABITAT FOR HUMANITY, INC., an Illinois not-for-profit corporation, having a principal place of business at 1600 E. Roosevelt Road, Suite B, Wheaton, IL 60187 (hereinafter called "DEVELOPER"). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Agreement HM09-03, which was adopted by Resolution CDC-019-09 on June 23, 2009, to provide DEVELOPER funding through COUNTY'S HOME Investment Partnerships Program in the original amount of \$600,000 for the purpose of construction and resale to income qualified households eleven (11) single-family dwelling units on a 3-acre site in West Chicago known as Pioneer Prairie. Said Agreement was modified by Modification One to Agreement, which was adopted by Resolution CDC-029-09 on October 27, 2009, for the purpose of changing the entity from "Subrecipient" to "Developer" throughout the Agreement and modifying the procurement procedures. Further modified by Modification Two to Agreement, which was adopted by Resolution CDC-012-10 on May 11, 2010, for the purpose of clarifying income limits for low-income households to be at or below 60% of Median Family Income for DuPage County and to clarify the income calculation and certification will be completed using the IRS Form 1040 Adjusted Gross Income definition, (hereinafter, together with all previous modifications, called "Agreement").

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section XII. A. of the Agreement:

1. Section II. D. 5. is hereby deleted in its entirety and replaced with the following herewith, "All 2009 HOME GRANT FUNDS will be evidenced by Notes and secured by Mortgages with zero percent (0%) interest. Principal is due upon sale of the RESIDENCE without the prior written consent of the CDC to assign the Note and Mortgage to a HOME program qualified low-income purchaser. Consent shall not be granted to any purchaser who is not a HOME program qualified low-income (at or below 60% of area median income) purchaser approved by the staff of the CDC and DEVELOPER or HABITAT. Initially, the COUNTY'S approved form Notes and Mortgages will be executed by the DEVELOPER as a condition precedent to receipt of the grant funds from the COUNTY. At least thirty (30) days prior to sale by DEVELOPER of completed homes to BORROWERS, DEVELOPER shall notify COUNTY in writing of the sale. Upon approval by the CDC, COUNTY will permit in writing, assignment of its HOME grant funds loan from DEVELOPER to BORROWERS upon closing of the sale.

At the time each PROPERTY is sold to an eligible household, the COUNTY will release its prior recorded lien against the PROPERTY, entered into with the DEVELOPER, contingent upon the

income qualified purchaser's execution and delivery of a 0% Interest, Deferred Payment Note and Mortgage in favor of, and in the form provided by the COUNTY (COUNTY Mortgage), for a loan in the amount of the assignable HOME grant funds from DEVELOPER, originally provided for each property. Such 0% Interest, Deferred Payment Note and Mortgage is direct HOME subsidy that enabled the homebuyer to buy the PROPERTY because it provided direct subsidy as a third mortgage to reduce the need for buyer equity or senior debt financing. Such 0% Interest, Deferred Payment Note and Mortgage will provide for recapture of COUNTY's HOME funds and will not require repayment so long as the purchaser owns and occupies the PROPERTY as the primary residence. If the homebuyer sells or transfers title to the PROPERTY or no longer occupies the PROPERTY as the primary residence, the COUNTY Mortgage must be repaid, subject to the recapture provisions of the HOME program and DuPage County Community Development Commission Resale and Recapture policy. Such repayment is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the PROPERTY, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the COUNTY shall only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs."

2. Section II. D. 6. f. is hereby deleted in its entirety and replaced with the following herewith, "The assignable grant funds third mortgage loan from the COUNTY will be immediately due upon sale or other transfer of the home, if the property is no longer used as the homebuyer's primary residence."

3. Section II. D. 6. i. is hereby deleted in its entirety and replaced with the following herewith, "Habitat will retain the first right of refusal to repurchase the home at fair market value and resell to another qualified Habitat Partner Family."

4. Section IV. O. is hereby added and states the following, "Affordability Period. Upon sale of property by DEVELOPER to an income eligible household, the regulatory 15-year HOME Affordability Period required for homeownership assistance over \$40,000 begins."

5. Section IX. E. is hereby deleted in its entirety and replaced with the following herewith, "Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in full force and effect through the HOME required Affordability Period attached to each property. All representations, certifications and covenants by the SUBRECIPIENT as to the indemnification of the COUNTY, the payment of reasonable fees and expenses of the COUNTY as described in Section X hereof, shall survive the termination of this AGREEMENT."

6. In all other respects the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification on the dates recited below:

COUNTY OF DUPAGE, a body politic
in the State of Illinois

BY: _____
Deborah A. Conroy, Chair
DuPage County Board

DATE: _____

ATTEST: _____
Jean Kaczmarek, County Clerk

DEVELOPER: DUPAGE HABITAT FOR HUMANITY, INC., a not-
for-profit corporation in the State of Illinois

BY: _____
Jennifer Taff, Executive Director

DATE: _____

ATTEST: _____

Print Name:

Title:

This document was prepared by:
DuPage County State's Attorney – Civil Bureau
After recording, return to:
Julie Hamlin
DuPage Community Development Commission
421 North County Farm Road
Wheaton, IL 60187

MORTGAGE MODIFICATION AGREEMENT

THIS THIRD MORTGAGE ("Mortgage"), between (**HOMEOWNER,**) herein referred to as "Borrower," and COUNTY OF DU PAGE THROUGH ITS COMMUNITY DEVELOPMENT COMMISSION, 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS, herein referred to as "Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45),** payable to the order of and delivered to the Mortgagee, in and by which note the Borrower promises to pay the said principal sum and a portion of the property equity at the rate and in installments as provided in said note, with a final payment of the balance due when the property is sold or title is transferred, and all of said principal and equity payment are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187.

NOW, THEREFORE, the Borrower to secure the payment of the said principals sum of money and said equity in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Borrower to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in and being in the City of West Chicago, COUNTY OF DU PAGE AND STATE OF ILLINOIS, to wit:

Permanent Real Estate Index Numbers: **04-09-417-000**

Address of Real Estate: **000 West Pomeroy Street, West Chicago, IL 60185**

See Exhibit A for Legal Description

Which, with the property hereinafter described, is referred to herein as the "premises."

WHEREAS, the Mortgagee will modify the above described Mortgage, Document Number **R2010-0000,** in the principal amount of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45),** and Borrower has executed and delivered to Mortgagee a Note evidencing the mortgage (the "Note") dated **(Month/Date/Year);** and

WHEREAS, the parties hereto agree to only modify the terms of the Mortgage and Note in respect to the sections noted below and all other conditions recorded as Document Number **R2010-0000** will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are hereby incorporated herein by reference.
2. Paragraph two of the Third Mortgage is hereby modified to state, "THAT WHEREAS the Borrower is justly indebted to the Lender upon the Note of even date herewith, in the principal sum of FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45), payable to the order of and delivered to the Lender, in and which by Note the Borrower promises to pay the said principal sum as provided in said Note, *with a final payment of the balance due when the property is sold or title is transferred.* All of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the MORTGAGEE at 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS 60187."
3. The Covenants, Conditions and Provisions of the Mortgage, Paragraph 19. Is hereby modified to state, "If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in Borrower is sold or transferred and borrower is not a natural person), the principal is due on sale or transfer. If all or any part of the premises or any interest in it is sold or transferred by the Borrower, a natural person, either voluntarily or involuntarily during the 15-year Affordability Period, the principal is due on sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as Borrower's primary residence at any time within the Affordability Period without a sale or transfer of title, the entire original principal amount is due within 30 days of such change of use. Borrower must notify Lender of any change in residence immediately. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage."
4. The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them.

IN WITNESS WHEREOF, the BORROWERS, have caused their signatures and seals to be hereto affixed and these presents to be signed by them on the day and year first written.

Please print or type names below:

(HOMEOWNER)

Please sign name below:

X _____

(Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that (Homeowner), personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

MORTGAGEE:
DUPAGE COUNTY, by and through its COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary A. Keating, personally known to me to be the representative of DuPage Community Development Commission, appeared before me this day in person, and acknowledged that as such, they signed sealed and delivered the foregoing instrument as their free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2023.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION:

LOT __. IN PIONEER PRAIRIE SUBDIVISION, ACCORDING TO THE PLAT THEREOF
DATED OCTOBER 23, 2007 AND RECORDED JUNE 17, 20__, AS DOCUMENT NO.
R2008-0000 IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY,
ILLINOIS.

Permanent Real Estate Index Numbers: 04-09-418-000

Commonly Known As: 000 West Pomeroy Street, West Chicago, IL 60185



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0007-24

Agenda Date: 1/16/2024

Agenda #: 7.C.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS, INC.
PROJECT HM21-02b - \$100,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, DUPAGE PADS, INC., an Illinois not-for-profit corporation, (hereinafter called “SUBRECIPIENT”), having a principal place of business at 601 W. Liberty Dr., Wheaton, IL 60187, has been selected as a SUBRECIPIENT to receive a portion of COUNTY’S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM21-02b; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, HOME funding is identified for the TBRA Program as part of the 2024 Action Plan, anticipated to be adopted by the County Board under Resolution on February 13, 2024, as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, on January 2, 2024, the DuPage HOME Advisory Group and on January 16, 2024, the County Human Services Committee has recommended funding a total of Two Hundred Thousand and 00/100 Dollars (\$200,000) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, One Hundred Thousand and 00/100 Dollars (\$100,000) in HOME funding will be allocated from program year 2021; and

WHEREAS, One Hundred Thousand and 00/100 Dollars (\$100,000) in HOME funding will be allocated from Program Year 2024 which is contingent upon HUD's approval of the County's 2024 Annual Action Plan as well as receipt of a Program Year 2024 HOME allocation from HUD; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by DUPAGE PADS, INC.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the County of DuPage and DUPAGE PADS, INC.; attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM21-02b so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to DUPAGE PADS, INC. 601 W. Liberty Dr., Wheaton, IL 60187, and the Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

**SUBJECT: DuPage Pads Tenant-Based Rental Assistance Program – FY2021 &
FY2024 HOME Investment Partnerships Program (HOME) Agreement**

On 01/02/2024, the HOME Advisory Group approved the following action.

Action Requested: The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Investment Partnership Program (HOME) Agreement for the project. Staff recommends approval of the 2021 Program Year Agreement with DuPage Pads for project number HM21-04b, HOME Program Tenant-Based Rental Assistance Program in the amount of \$100,000 and 2024 Program Year Agreement with DuPage Pads for Project number HM24-04b, HOME Program Tenant-Based Rental Assistance Program in the amount of \$100,000, upon HUD's approval of the County's 2024 Annual Action Plan and receipt of the PY2024 allocation of HOME funds from HUD.

Details: The Tenant Based Rental Assistance Program provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, the program has assisted 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

DuPage Pads is requesting \$200,000.00 in HOME Investment Partnerships (HOME) Program funds to provide ongoing rental assistance to approximately 15 households annually. DuPage Pads' request is based on historic annual spending with a monthly caseload averaging 12 households. DuPage Pads is requesting existing allocated funds in the amount of \$100,000 from Program Year 2021 HOME funds as well as \$100,000 in HOME funds anticipated in Program Year 2024. HOME funding will be utilized over the next 24 months, which will overlap Program Years 2024 and 2025.

\$100,000 in PY2024 HOME funding is contingent upon the U.S. Department of Housing and Urban Development's approval of the County's 2024 Annual Action Plan as well as receipt of a PY24 HOME allocation from HUD.

Underwriting Memo – DuPage PADS

Tenant Based Rental Assistance Program

1. Overview

The Tenant Based Rental Assistance Program provides ongoing rental assistance and case – management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to assist 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

DuPage PADS is requesting a total of \$200,000.00 in HOME funds to provide ongoing rental assistance to approximately 15 households annually. There is currently \$100,000 in HOME funding available from PY21 and \$100,000 has been included in the County’s 2024 Annual Action Plan. PY2024 funding is contingent upon the U.S. Department of Housing and Urban Development’s (HUD) approval of the 2024 Annual Action Plan and receipt of HUD’s PY2024 allocation of HOME funds. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant’s rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. DuPage PADS’ request is based on historic annual spending with a monthly caseload averaging 12 households. DuPage PADS is requesting existing allocated funds from Program Year 2021 along with funds which will be included in the County’s 2024 Program Year to support the TBRA program over the next 24 months. The PY21 and PY24 funding will serve eligible clients during program years 2024 and 2025.

2. Executive Summary

2.A Challenges / Opportunities Presented

CDC staff reviewed DuPage PADS’ funding request which corresponds with the number of tenants they intend to assist over the next two years, which will overlap Program Years 2024 and 2025. Historically, DuPage PADS has been an important partner in the County’s efforts to assist eligible low-income homeless clients retain affordable housing. The Tenant Based Rental Assistance Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 15 households over one program year, most being single with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease of accessibility to affordable, fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (poor credit, criminal history, fixed

income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, “doubled up”, or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

2.B. Risks

Pertinent risk factors for this project are:

Market	<p>Low</p> <p>There are 57 potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (<i>Coordinated Entry System clients scoring 6 – 8 on the VISPDAT self-assessment</i>)</p> <p>According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,354 affordable rental homes and 73% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.</p>
Subrecipient	<p>Low</p> <p>DuPage Pads has been a longstanding partner in administering a variety of client-based programs. They have been operating TBRA for nearly seven years.</p>
Financing	<p>Low</p> <p>DuPage Pads operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. DuPage Pads has several funding sources (federal, state, and private) which fund their staff who operate the program.</p>
Underwriting Assumptions	<p>Low</p> <p>Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.</p>
Other	<p>The proposed project presents a low, favorable risk profile and is recommended for approval.</p>

3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 122 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time

employment or permanent affordable housing (Housing Choice Voucher, subsidized senior housing, etc.).

4. Development Entity and Capacity

DuPage PADS has administered the Tenant Based Rental Assistance Program since 2016 to low-income families and individuals seeking rental assistance throughout DuPage County. DuPage PADS employs a full-time TBRA case manager, and there are two full-time staff – Supervisor and Director – which oversee the program administration. In addition to HOME funds available for the full-time case manager, Illinois Department Human Services (IDHS) funds have been awarded as well as unrestricted revenue generated by agency fundraising efforts to support the TBRA program.

5. Proposed Financial Structure

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. DuPage PADS estimates serving 15 households annually, which will ensure the total costs do not exceed \$200,000.00 in a 24-month period.

6. Conclusion

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of \$200,000.00; \$100,000 from available PY21 HOME funds and \$100,000 from anticipated PY24 HOME funds, contingent upon HUD's approval of the County's 2024 Annual Action Plan and receipt of HUD's PY24 HOME allocation.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS
HM21-02B - \$100,000.00

This AGREEMENT is entered into as of the 23rd day of January, 2024 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and DUPAGE PADS, an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 601 W. Liberty Dr., Wheaton, IL. 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) program and has selected SUBRECIPIENT to administer a portion of that program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, HOME funding is identified for the TBRA Program as part of the 2024 Action Plan, anticipated to be adopted by the County Board under Resolution on February 13, 2024, as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually

covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
 - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
 - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
 - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
 - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
 - Exhibit E. HOME Lease Requirements
 - Exhibit F. Assurances
 - Exhibit G. Equal Employment Opportunity Certification
 - Exhibit H. VAWA Lease Addendum
 - Exhibit I. DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, dated January 24, 2019, reviewed, and amended annually attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
 - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
 - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds. It is anticipated that

COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors.

3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S CDC.
4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

C. Eligible Families: In accordance with all the specific requirements of *Exhibit A*, families

1. Must meet citizenship requirements
2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless
3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the "Part 5" definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the "Part 5" income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the "Part 5" definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family's income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

D. Eligible Housing: In accordance with the specific requirements of *Exhibit A*,

1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City

of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.

2. Must have a lease in the name of the tenant that complies with the requirements of the HOME program, as indicated on *Exhibit E*, attached hereto and incorporated herein by reference. SUBRECIPIENT, however, may enter into a rental assistance contract with the owner for direct payment of rent. The term of the rental assistance contract with the owner must begin on the first day of the term of the lease and must terminate on termination of the lease.
3. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*.
4. Must pass a Housing Quality Standards inspection prior to commitment of funds and annual re-inspections for housing where a family continues to receive TBRA under this AGREEMENT.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

- A. HOME funds in the amount of up to ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development (HUD), and upon receipt of documentation as described in the Section III.
- B. Additional HOME funds in the amount of up to ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000) will be allocated from Program Year 2024 and made available to SUBRECIPIENT under a separate HOME Agreement. The Program Year 2024 award is contingent upon HUD's approval of the County's 2024 Annual Action Plan as well as receipt of a Program Year 2024 HOME allocation from HUD.
- C. All claims of SUBRECIPIENT shall comply with the following requirements:
 1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
 2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
 3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold

funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

D. The budget for the project is anticipated to be as follows:

Rents	\$193,000
Security deposits only	\$5,000
Determining income eligibility of families	\$2,000
TOTAL	\$200,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

- A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>08/23/2024</u>
2. 100% of funds expended	<u>01/23/2025</u>
3. Final reimbursement request received	<u>01/09/2025</u>

- B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.
- C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS

- A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), 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.
 3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20).
 4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
 5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations when published for effect.
- B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135).
- C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
- D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
- E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or

rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. This PROJECT does not undertake any of these activities.

- F. SUBRECIPIENT shall comply with 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 Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. No person(s) shall be displaced as part of this PROJECT.
- G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in *Exhibit G* attached hereto and made a part hereof.
- H. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- I. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- J. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular, including the conflict of interest provisions.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

- M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, to the extent applicable to the PROJECT.
- N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and 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 the Hatch Act (5 U.S.C. § 1501, et seq.).
- O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT include cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.
- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.

- a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and
 - iv. During the annual recertification or lease renewal process, whichever is applicable.
- b. VAWA Lease Bifurcation:
 - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - 1. Without regard to whether the household member is a signatory to the lease; and
 - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
 - ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
 - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.
- c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached

to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.

- d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System

- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
 - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income eligible.
 - 2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
 - 3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
 - 4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
 - 5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT 'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT

to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.
- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject

by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time-to-time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on 11/14/2025, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System.
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy,
DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek,
County Clerk

SUBRECIPIENT:

DuPage PADS,
an Illinois Not-for-Profit Corporation

ADDRESS:

601 W. Liberty Drive
Wheaton, IL 60187

BY:

April Redzic, President/CEO

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
- Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County

Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program Plan

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

EXHIBIT C



DuPage Housing Authority 711 E Roosevelt Rd, Wheaton, IL 60187
H: 630.690.3555 FAX: 630.690.0702 www.dupagehousing.org

2024 DHA Maximum Voucher Allowance - Effective 01/01/2024

(Payment Standards)

ZipCode	Town	DHA Studio	DHA 1 Bedroom	DHA 2 Bedroom	DHA 3 Bedroom	DHA 4 Bedroom	DHA 5 Bedroom	DHA 6 Bedroom
60101	Addison	\$1,270	\$1,360	\$1,550	\$1,970	\$2,340	\$2,691	\$3,042
60103	Bartlett	\$1,870	\$2,010	\$2,290	\$2,920	\$3,450	\$3,968	\$4,485
60106	Bensenville	\$1,350	\$1,450	\$1,650	\$2,100	\$2,490	\$2,864	\$3,237
60108	Bloomington	\$1,620	\$1,750	\$1,990	\$2,530	\$3,000	\$3,450	\$3,900
60188	Carol Stream	\$1,520	\$1,640	\$1,860	\$2,370	\$2,800	\$3,220	\$3,640
60514	Clarendon Hills	\$1,190	\$1,280	\$1,460	\$1,860	\$2,200	\$2,530	\$2,860
60561	Darien	\$1,690	\$1,820	\$2,070	\$2,640	\$3,120	\$3,588	\$4,056
60515	Downers Grove	\$1,620	\$1,750	\$1,990	\$2,530	\$3,000	\$3,450	\$3,900
60516	Downers Grove	\$1,650	\$1,780	\$2,020	\$2,570	\$3,040	\$3,496	\$3,952
60126	Elmhurst	\$1,810	\$1,950	\$2,220	\$2,830	\$3,350	\$3,853	\$4,355
60137	Glen Ellyn	\$1,320	\$1,420	\$1,620	\$2,060	\$2,440	\$2,806	\$3,172
60138	Glen Ellyn	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60139	Glendale Heights	\$1,630	\$1,760	\$2,000	\$2,550	\$3,010	\$3,462	\$3,913
60133	Hanover Park	\$1,530	\$1,650	\$1,880	\$2,390	\$2,830	\$3,255	\$3,679
60521	Hinsdale	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60522	Hinsdale	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60143	Itasca	\$1,570	\$1,690	\$1,920	\$2,440	\$2,890	\$3,324	\$3,757
60439	Lemont/ Woodridge/ Willow Springs	\$1,340	\$1,440	\$1,640	\$2,090	\$2,470	\$2,841	\$3,211
60532	Lisle	\$1,710	\$1,840	\$2,090	\$2,660	\$3,150	\$3,623	\$4,095
60148	Lombard	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60157	Medinah/Bloomington	\$1,640	\$1,760	\$2,010	\$2,550	\$3,020	\$3,473	\$3,926
60540	Naperville	\$1,770	\$1,910	\$2,170	\$2,760	\$3,270	\$3,761	\$4,251
60563	Naperville	\$1,970	\$2,120	\$2,410	\$3,070	\$3,630	\$4,175	\$4,719
60564	Naperville	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60565	Naperville	\$1,760	\$1,890	\$2,150	\$2,740	\$3,240	\$3,726	\$4,212
60566	Naperville	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60567	Naperville	\$1,550	\$1,670	\$1,890	\$2,410	\$2,860	\$3,289	\$3,718
60523	Oak Brook	\$860	\$920	\$1,050	\$1,340	\$1,580	\$1,817	\$2,054
60172	Roselle	\$1,680	\$1,810	\$2,060	\$2,620	\$3,100	\$3,565	\$4,030
60181	Villa Park/Oak Brook Terrace	\$1,530	\$1,650	\$1,880	\$2,390	\$2,830	\$3,255	\$3,679
60555	Warrenville	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60185	West Chicago	\$1,360	\$1,460	\$1,660	\$2,110	\$2,500	\$2,875	\$3,250
60186	West Chicago	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60559	Westmont	\$1,460	\$1,570	\$1,790	\$2,280	\$2,700	\$3,105	\$3,510
60187	Wheaton	\$1,700	\$1,830	\$2,080	\$2,650	\$3,130	\$3,600	\$4,069
60189	Wheaton	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60527	Willowbrook/Burr Ridge	\$1,770	\$1,910	\$2,170	\$2,760	\$3,270	\$3,761	\$4,251
60190	Winfield	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60191	Wood Dale	\$1,600	\$1,720	\$1,960	\$2,500	\$2,950	\$3,393	\$3,835
60517	Woodridge	\$1,690	\$1,820	\$2,070	\$2,640	\$3,120	\$3,588	\$4,056

12/01/2023

EXHIBIT D



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187
PH: 630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL 60560
PH: 630.593.8218 FAX: 331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2022 UTILITY ALLOWANCE SCHEDULE EFFECTIVE MAY 1, 2022

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ELECTRIC							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$38	\$48	\$57	\$66	\$75	\$80
House (Single Family Detached)	\$44	\$49	\$63	\$76	\$90	\$103	\$110
Cooking - All Unit Types	\$5	\$6	\$9	\$12	\$15	\$17	\$19
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$14	\$16	\$21	\$25	\$30	\$34	\$37
House (Single Family Detached)	\$17	\$20	\$26	\$32	\$37	\$43	\$47
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$24	\$28	\$38	\$49	\$59	\$69	\$74
House (Single Family Detached)	\$57	\$67	\$78	\$90	\$101	\$113	\$122
NATURAL GAS							
Cooking - All Unit Types	\$2	\$2	\$3	\$4	\$5	\$6	\$7
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$5	\$5	\$8	\$10	\$13	\$15	\$17
House (Single Family Detached)	\$6	\$7	\$10	\$13	\$16	\$19	\$20
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$17	\$21	\$24	\$27	\$31	\$35	\$37
House (Single Family Detached)	\$25	\$29	\$35	\$39	\$45	\$49	\$53
Monthly Gas Fee - All Unit Types	\$21	\$21	\$21	\$21	\$21	\$21	\$21
MISCELLANEOUS							
Water - All Unit Types	\$35	\$36	\$48	\$60	\$71	\$83	\$90
Sewer - All Unit Types	\$23	\$23	\$29	\$34	\$40	\$45	\$49
Trash - All Unit Types	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
TOTAL ALLOWANCES							

Effective May 1, 2022

EXHIBIT E

HOME Investment Partnerships Program Lease Requirements 24 CFR 92.253

1. The lease, and any extension thereof, shall be for a term of not less than one year, unless by mutual agreement between the tenant and the owner.
2. Tenant may not agree to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
3. Tenant may not agree that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with the laws of the State of Illinois.
4. Tenant may not agree not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
5. Tenant may not agree that the owner may institute a lawsuit against the tenant without notice to the tenant.
6. Tenant may not agree that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
7. Tenant may not agree to waive any right to a trial by jury.
8. Tenant may not agree to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
9. Tenant may not agree to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
10. Tenant may not be required to accept supportive services that are offered (other than tenants in transitional housing).
11. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in tenant's income or refusal of tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

EXHIBIT F

ASSURANCES

The SUBGRANTEE 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 ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. 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 the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 - 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 - a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
 - b. 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;
 - 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
 - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
 - a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:
 - 1. Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2. Participants in YouthBuild programs.
- b. Contracting.
 - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
 - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2. YouthBuild programs.
- c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
- d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
- e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

- 5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. 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 Part 42, as required under 24 CFR 570.606;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
 - F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
 - G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE 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);
 - H. 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 amount 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 low and moderate

income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
 4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).

- J. 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 nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT G

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

HOME Investment Partnerships County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of a Project funded in part by the HOME Investment Partnership Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SUBRECIPIENT further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the HOME Investment Partnership Program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Investment Partnership Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility

for government contracts and federally assisted construction contracts pursuant to the Executive Order.

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, 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 SUBRECIPIENT 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.

SUBRECIPIENT: DuPage PADS,
an Illinois Not-for-Profit Corporation

ADDRESS: 601 W. Liberty Drive
Wheaton, IL. 60187

BY: _____
April Redzic, President/CEO

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

Exhibit H

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit I

EMERGENCY TRANSFER PLAN FOR VICTIMS
OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING

DuPage County
Community Development Commission
November 2018

DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ tenants in both ESG and HOME-assisted units who are victims of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of DuPage County and its subrecipients to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

NOTE: DuPage County funds unit-based and voucher-based projects and does not own or maintain an inventory of dwelling units. DuPage County and its subrecipients cannot guarantee dwelling units will be available to offer tenants for temporary or permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that DuPage County Community Development Commission is compliant with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall submit a written request to:

1. Subrecipient agency (Emergency Solutions Grant/Tenant-Based Rental Assistance); **OR**
2. Property management office, landlord, etc. (HOME-assisted units, non-TBRA)

The subrecipient will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing providers program; **OR**
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Both DuPage County and its subrecipients will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives express written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.³

Emergency Transfer Timing and Availability

DuPage County and its subrecipients cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. DuPage County's subrecipients will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. *DuPage County's subrecipients may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.*

If DuPage County's subrecipient has no safe and available units for which a tenant who needs an emergency transfer is eligible, DuPage County's subrecipient will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, DuPage County's subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

³ See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Housing Provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

National Resources

Tenants who are, or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are, or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 630-971-3927

Attachment:

1. DuPage County Community Development Commission's VAWA Policy



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0008-24

Agenda Date: 1/16/2024

Agenda #: 7.D.

**MODIFICATION TO LOAN AGREEMENTS BETWEEN THE
COUNTY OF DUPAGE AND ADVANCE RESOURCE RECOVERY CORPORATION, FKA SERENITY
HOUSE FOUNDATION INC.
CD19-07 & CD22-07**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds ("CDBG") from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, SERENITY HOUSE COUNSELING SERVICES, INC. (SUBGRANTEE) had made application to COUNTY through its Community Development Commission ("CDC") for a portion of COUNTY's CDBG funds; and

WHEREAS, ADVACNE RESOURCE RECOVERY CORPORATION (AARC), Formerly Known As (FKA) SERENITY HOUSE FOUNDATION, INC., owns and operates the property identified within the application proposed for improvements, located at 891 S. Rohlwing Road, Addison, IL 60101; and

WHEREAS, SUBGRANTEE has a current lease agreement with AARC, and is currently the Lessee of the property proposed for improvements, which is used for substance abuse treatment programming, specifically, extended residential care treatment program assisting individuals recovering from substance abuse; and

WHEREAS, the COUNTY approved funding up to FIFTY-TWO THOUSAND AND 00/11 DOLLARS (\$52,000.00) in CDBG funding for rehabilitation of the Women's Extended Residential Care (WERC) kitchen facility, located at 891 S. Rohlwing Road, Addison, IL 60101, adopted under Resolution HHS-R-0116-19 on 03/12/2019; and

WHEREAS, the COUNTY approved funding up to FOUR HUNDRED THOUSAND AND 00/11 DOLLARS (\$400,000.00) in CDBG funding for expansion of the WERC facility, located at 891 S. Rohlwing Road, Addison, IL 60101, adopted under Resolution HHS-R-0052-22 on 02/08/2022; and

WHEREAS, the SUBGRANTEE seeks to refinance an existing mortgage, pursuant to the terms of the DuPage County Community Development Commission Policies, and has requested a subordination of the DuPage County Mortgage recorded as document number R2020-137624, along with a waiver of the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project CD19-07; and

WHEREAS, the SUBGRANTEE seeks to refinance an existing mortgage, pursuant to the terms of the DuPage County Community Development Commission Policies, and has requested a subordination of the DuPage County Mortgage recorded as document number R2023-017313, along with a waiver of the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project CD22-07; and

WHEREAS, the Community Development Executive Committee of the DuPage County Community Development Commission approved the subordination of the DuPage County Mortgages R2020-137624 and R2023-017313 along with a waiver to the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project numbers CD19-07 and CD22-07 on January 2, 2024; and

WHEREAS, the DuPage County Human Services Committee approved the subordination of the DuPage County Mortgages R2020-137624 and R2023-017313 on January 16, 2024; and

NOW THEREFORE BE IT RESOLVED by the County Board that said Subordination Agreement between DuPage County by and through its Community Development Commission for the benefit of Advance Resource Recovery Corporation, FKA Serenity House Foundation, Inc., and St. Charles Bank & Trust Company, herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Director of Community Services is authorized and directed to execute the Subordination Agreement, and any documents necessary to effectuate the transaction, on behalf of DuPage County; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECTS CD19-07 and CD22-07 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the Community Development Block Grant Program and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send copies of this Resolution to ADVANCE RESOURCE RECOVERY CORPORATION (AARC), Formerly Known As (FKA) SERENITY HOUSE FOUNDATION, INC., 891 S. Rohlwing Road, Addison, IL 60101; and the Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

SUBJECT: DuPage County Community Development Projects #CD19-07 and CD22-07
– Advance Resource Recovery Corporation, formerly known as Serenity
House Foundation, Inc. - Subordination Requests

On 01/02/2024, the Community Development Commission Executive Committee approved the following recommendation.

Action Requested: The Community Development Commission Executive Committee recommends the approval of a subordination of loans for CD19-07 and CD22-07. Further, CDC staff supports Serenity House Foundation Inc.'s policy appeal and recommends waiver of the County's "Subordination Policy – Rental & Public Facility," specifically pertaining to a fixed-rate mortgage and non-permissible balloon payment for Project CD19-07 and CD22-07.

Details: DuPage County Community Development Commission (CDC) awarded Community Development Block Grant (CDBG) funding for improvements to the Women's Extended Residential Care (WERC) located at 891 S. Rohlwing Road, Addison, IL. CDC Project #CD19-07 was awarded \$52,000 in CDBG funds for rehabilitation of the WERC kitchen facility. CDC Project #CD22-07 was awarded \$400,000 in CDBG funds for expansion of the WERC facility.

Serenity House Foundation, Inc., now known as Advance Resource Recovery Corporation (ARRC), has requested the approval of a subordination of two loans and a waiver of the County's "Subordination Policy – Rental & Public Facility," specifically pertaining to the fixed-rate mortgage requirement as well as the non-permissible balloon payments. ARRC has refinanced into a new loan in the amount of \$250,000 with St. Charles Bank & Trust Company (SCBT). SCBT has estimated the property value at \$6.5M. SCBT's loan terms include a 6.95% interest rate fixed over five years with a 10-year amortization period, resulting in a balloon payment.

CDC Staff has reviewed the most recent ARRC's audit and SCBT's underwriting of the new loan and determined the County's risk is low. The County's \$52,000 loan will have satisfied the regulatory compliance period prior to the fixed rate expiring.

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

**LAW OFFICE OF
KELLI M. SMITH, P.C.**

KELLI M. SMITH
ATTORNEY AT LAW
630.637.9811 PHONE
630.637.9814 FAX

300 E. FIFTH AVENUE
SUITE 365
NAPERVILLE, ILLINOIS 60563
kmsmith61@frontier.com

December 6, 2023

VIA EMAIL ONLY

Thomas.Schwertman@dupageco.org

Thomas J. Schwertman
Housing and Community Development Planner
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

Re: Request for Subordination

Dear Mr. Schwertman:

As you are aware, I am the attorney representing Advance Resource Recovery Corporation, NFP, the borrower in a new loan with St. Charles Bank & Trust, who made the request of the County to subordinate two existing forgivable mortgages made by Serenity House Foundation, Inc.

Pursuant to your email of November 30, 2023, I am requesting on behalf of Advance Resource Recovery Corporation, NFP, formerly known as Serenity House Foundation, Inc. that the county waive the requirements that the mortgagor must refinance into a fixed rate mortgage and also waive the prohibition concerning balloon payments.

Thank you for your assistance in this matter.

Very truly yours,


Kelli M. Smith

KMS/ljk

Prepared by and to be returned to:
Thomas Schwertman
Community Development Commission
Project CD19-07
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

P.I.N.: 03-31-300-030
Property Address: 891 S. Rohlwing Rd. Addison, Illinois 60101

SUBORDINATION AGREEMENT

WHEREAS, SERENITY HOUSE FOUNDATION, INC, now known as Advanced Resource Recovery Corporation (ARRC), an Illinois not-for-profit Corporation ("Mortgagor"), by mortgage dated September 1, 2020 and recorded in the Recorder's Office of DuPage County, Illinois, on November 17, 2020 as Document No. R2020-137624 (hereinafter the "Mortgage"), did convey unto DuPage County through its Community Development Commission (hereinafter "Mortgagee") certain premises in the Village of Addison, DuPage County, Illinois, described as follows:

PARCEL 1: PART OF LOT 2, THE SOUTH 360 FEET OF THE WEST 505 FEET OF THE EAST 571 FEET (EXCEPT THEREFROM THE EAST 57.95 FEET THEREOF) OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 335.00 FEET OF THE EAST 57.95 FEET OF LOT 6 IN DUPAGE INDUSTRIAL ANNEX SOUTH, BEING A SUBDIVISION IN THE NORTH ½ OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1969 AS DOCUMENT R69-28863, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT R88-138513 AND RE-RECORDED AS DOCUMENT R89-009291, OVER AND ACROSS THE SOUTH 33 FEET (EXCEPT THE EAST 571 FEET, AS MEASURED ON THE SOUTH LINE) OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-31-300-030

Commonly known as 891 S. Rohlwing Road, Addison, Illinois 60101

(hereinafter the "Premises") to secure a certain Non-Recourse Forgivable Payment Note of FIFTY-TWO THOUSAND AND NO/100 Dollars (\$52,000.00); and

WHEREAS, there now remains unpaid principal on the account of said Mortgage, and the Deferred Note secured thereby; and

WHEREAS, Mortgagee has some right, interest and claim in and to said Premises by reason of the Mortgage and Deferred Note given under Project CD19-07 through the DuPage County Community Development Commission, but is willing to subject and subordinate said right, interest, and claim to mortgages to St. Charles Bank & Trust Company and/or its successors or assigns;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid to the undersigned Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the undersigned Mortgagee does hereby covenant and agree that its right, interest, and claim in the Premises evidenced by the Mortgage, the Deferred Note secured thereby, and this Subordination Agreement, are and shall be and remain at all times subject and subordinate to the lien of a mortgage to St. Charles Bank & Trust Company and/or its successors or assigns in the amount of \$250,000.00 recorded in the Recorder's office of DuPage County, Illinois, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hand and seal of the undersigned as of the _____ day of _____, 2024.

Mortgagee

DuPage County, by and through its
Community Development Commission

By _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS

COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mary A. Keating of the DuPage County Community Development Commission, personally known to me to be the representative of the Commission and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered said instrument as such officer of the Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Prepared by and to be returned to:
Thomas Schwertman
Community Development Commission
Project CD22-07
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

P.I.N.: 03-31-300-030
Property Address: 891 S. Rohlwing Rd. Addison, Illinois 60101

SUBORDINATION AGREEMENT

WHEREAS, SERENITY HOUSE FOUNDATION, INC, now known as Advanced Resource Recovery Corporation (ARRC), an Illinois not-for-profit Corporation ("Mortgagor"), by mortgage dated April 1, 2023 and recorded in the Recorder's Office of DuPage County, Illinois, on March 22, 2023 as Document No. R2023-017313 (hereinafter the "Mortgage"), did convey unto DuPage County through its Community Development Commission (hereinafter "Mortgagee"), certain premises in the Village of Addison, DuPage County, Illinois, described as follows:

PARCEL 1: PART OF LOT 2, THE SOUTH 360 FEET OF THE WEST 505 FEET OF THE EAST 571 FEET (EXCEPT THEREFROM THE EAST 57.95 FEET THEREOF) OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 335.00 FEET OF THE EAST 57.95 FEET OF LOT 6 IN DUPAGE INDUSTRIAL ANNEX SOUTH, BEING A SUBDIVISION IN THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1969 AS DOCUMENT R69-28863, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT R88-138513 AND RE-RECORDED AS DOCUMENT R89-009291, OVER AND ACROSS THE SOUTH 33 FEET (EXCEPT THE EAST 571 FEET, AS MEASURED ON THE SOUTH LINE) OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-31-300-030

Commonly known as 891 S. Rohlwing Road, Addison, Illinois 60101

(hereinafter the "Premises") to secure a certain Non-Recourse Forgivable Payment Note for FOUR HUNDRED THOUSAND AND NO/100 Dollars (\$400,000.00); and

WHEREAS, there now remains unpaid principal on the account of said Mortgage, and the Deferred Note secured thereby; and

WHEREAS, Mortgagee has some right, interest and claim in and to said Premises by reason of the Mortgage and Deferred Note given under Project CD22-07 through the DuPage County Community Development Commission, but is willing to subject and subordinate said right, interest, and claim to mortgages to St. Charles Bank & Trust Company and/or its successors or assigns;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid to the undersigned Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the undersigned Mortgagee does hereby covenant and agree that its right, interest, and claim in the Premises evidenced by the Mortgage, the Deferred Note secured thereby, and this Subordination Agreement, are and shall be and remain at all times subject and subordinate to the lien of a mortgage to St. Charles Bank & Trust Company and/or its successors or assigns in the amount of \$250,000.00 recorded in the Recorder's office of DuPage County, Illinois, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hand and seal of the undersigned as of the _____ day of _____, 2024.

Mortgagee

DuPage County, by and through its
Community Development Commission

By _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS

COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mary A. Keating of the DuPage County Community Development Commission, personally known to me to be the representative of the Commission and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered said instrument as such officer of the Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0373

Agenda Date: 1/16/2024

Agenda #: 8.A.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

AGING CASE COORD UNIT GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1660	50000		REGULAR SALARIES	\$ 1,180.00	1,038,792.98	1,037,612.98	12/11/23
Total				\$ 1,180.00			

To: 5000
Company #

AGING CASE COORD UNIT GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1660	50010		OVERTIME	\$ 1,180.00	(1,172.47)	7.53	12/11/23
Total				\$ 1,180.00			

Reason for Request:

Transfer to account for Overtime incurred and paid for with Federal funding of Seniors grants which was not originally budgeted for in FY23.

Signature on File

Department Head

Signature on File

Chief Financial Officer

12/11/23
Date
12/13/23

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS- 1/16/24
FIN/CB- 1/16/24



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0374

Agenda Date: 1/16/2024

Agenda #: 8.B.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000
Company #

LIHEAP GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1420	50000		REGULAR SALARIES	\$ 1,000.00	417,529.02	416,529.02	12/11/23
Total				\$ 1,000.00			

To: 5000
Company #

LIHEAP GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1420	51000		BENEFIT PAYMENTS	\$ 1,000.00	(565.42)	434.58	12/11/23
Total				\$ 1,000.00			

Reason for Request:

The purpose of budget transfer is to cover employee benefit payments that exceeded original budget during the year FY 2023.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Activity

(optional)

Date

Date

****Please sign in blue ink on the original form****

Finance Department Use Only		
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____	

HS- 1/16/24
FIN/CB- 1/16/24



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0375

Agenda Date: 1/16/2024

Agenda #: 8.C.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000
Company #

LIHWAP GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1435	50010		OVERTIME	\$ 3,000.00	5,212.37	2,212.37	12/11/23
Total				\$ 3,000.00			

To: 5000
Company #

LIHWAP GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1435	50000		REGULAR SALARIES	\$ 3,000.00	(2,129.54)	870.46	12/11/23
Total				\$ 3,000.00			

Reason for Request:

More regular salaries were incurred than anticipated. Transfer budget from overtime as less overtime was incurred than anticipated.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Date

12/11/23
12/19/23

Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 1/16/24

FIN/CB - 1/16/24



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0376

Agenda Date: 1/16/2024

Agenda #: 8.D.

F423

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

US TREAS EMER RENT ASSIST FUND
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1770	50010		OVERTIME	\$ 1,320.00	5,000.00	3,680.00	12/8/23
Total				\$ 1,320.00			

To: 5000
Company #

US TREAS EMER RENT ASSIST FUND
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1770	51000		BENEFIT PAYMENTS	\$ 1,320.00	1,315.08	4.92	12/8/23
Total				\$ 1,320.00			

Reason for Request:

Transfer to account for benefit payout at end of County fiscal year 2023 which was not budgeted for. Transferring from unused Overtime budget.

Signature on File

Department Head

Signature on File

Chief Financial Officer

12/08/2023
Date

12/11/23
Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS- 1/16/24
FIN/CB- 1/23/24



Authorization to Travel

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0377

Agenda Date: 1/16/2024

Agenda #: 9.A.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	1/8/2024		
NAME:	I	TITLE:	Director
DEPARTMENT:	Community Services	ACCOUNT CODE:	5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
NACCED CDBG Hill Briefing and Legislative Conference, NACo Legislative Conference			
DESTINATION: Washington DC			
DATE OF DEPARTURE:	2/7/2024	DATE OF RETURN ARRIVAL:	2/13/2024
(Please include a detailed explanation if different from official business dates)			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:	\$575.00		
TRANSPORTATION:	\$350.00		
LODGING	\$2,000.00		
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$200.00		
RENTAL CAR: (explain fully the necessity)	\$0.00		
REFERENCE MATERIALS:	\$0.00		
MEALS: (Per Diems)	\$513.50		
TOTAL	\$3,638.50		

REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: _____

Date: 1/8/24

(Signature)

Committee Name: _____

Date: _____

ALL OVERNIGHT TRAVEL

County Board: _____

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0378

Agenda Date: 1/16/2024

Agenda #: 10.A.

Consent
HS 1/16
CB 1/23



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 4, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5957-0001 SERV	Original Purchase Order Date: Aug 13, 2022	Change Order #: 7	Department: Community Services
Vendor Name: DuPage Federation on Human Services Reform			Vendor #: 11348
Dept Contact: Karen Graczyk			
Background and/or Reason for Change Order Request:	Decrease and close line 1, 1000-1750-53040, in the amount of \$265.70 Decrease and close line 3, 1000-1150-53040, in the amount of \$460.00 Decrease and close line 5, 1000-1750-53040, in the amount of \$22,702.04 Contract expired 10/10/23		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$45,000.00
B	Net \$ change for previous Change Orders	\$3,000.00
C	Current contract amount (A + B)	\$48,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$23,427.74)
E	New contract amount (C + D)	\$24,572.26
F	Percent of current contract value this Change Order represents (D / C)	-48.81%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-45.39%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below:

KSF	6543	Jan 4, 2024	<i>AK</i>	6457	1/4/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>ACW</i>	Procurement Officer	Date	1/9/24
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0379

Agenda Date: 1/16/2024

Agenda #: 11.A.



Note: Date of notification should be the date submitted to Geoff for review

Grant Proposal Notification

GPN Number: 001-24
(Completed by Finance Department)

Date of Notification: 12/21/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 11/30/2023
(MM/DD/YYYY)

Name of Grant: Community Services Block Grant PY24

Name of Grantor: IL Dept. of Commerce and Economic Opportunity

Originating Entity: US Dept of Health & Human Services
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Gina Strafford-Ahmed, Administrator of I & R, x6444
(Name, Title, and Extension)

Parent Committee: HS

Grant Amount Requested: \$ 1,196,614.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 93.569 If State, provide CSFA: 420-70-0091

Grant Proposal Notification

1. Justify the department's need for this grant.

Provides funding to address the needs of low-income county residents for the following services: emergency shelter for homeless residents in times of disaster or eviction; clothing and household items for those impacted by disaster; staff that conduct comprehensive assessments for all programs in Community services; provides funding for low income residents to prevent homelessness via rent or mortgage assistance; provides funding for case management services for subgrantees and the Family Self-Sufficiency; scholarships to low income residents to attend college or technical schools to obtain a degree or certification; information and referral services; financial counseling and debt management program via a subgrantee.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Customer Service - The grant funds enable DuPage County Community Services to provide the residents of DuPage County a connection between those in need and the resources that support them.

Quality of Life - The funding supports the programs, services, and partnerships that keep people safe in their home, environment, and relationships. The funding helps residents of DuPage County escape poverty, maintain independence and achieve economic self-sufficiency.

3. What is the period covered by the grant?

01/01/2024 to 12/31/2024
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary \$539,014.00 Percentage covered by grant 100%
- 6.1.2. Total fringe benefits \$190,736.00 Percentage covered by grant 100%
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p><u>No</u></p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p><u>Yes</u></p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p><u>\$49,139.00</u></p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p><u>100%</u></p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p><u>4.2%</u></p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p><u>35%</u></p>
<p>9. Are matching funds required? (Yes or No):</p>	<p><u>No</u></p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>_____</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>_____</p>



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$1,196,614.00



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0380

Agenda Date: 1/16/2024

Agenda #: 11.B.



Grant Proposal Notification

GPN Number: 003-24 Date of Notification: 01/08/2024
(Completed by Finance Department) (MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024 Grant Application Due Date: 04/01/2024
(Completed by Finance Department) (MM/DD/YYYY) (MM/DD/YYYY)

Name of Grant: Community Development Block Grant PY24

Name of Grantor: U.S. Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 3,663,480.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.218 If State, provide CSFA: _____

Grant Proposal Notification

1. Justify the department's need for this grant.

The Community Development Block Grant (CDBG) enters its 50th year serving residents in DuPage County by providing funding for activities such as 1.) Infrastructure and Accessibility benefiting entire municipalities. 2.) Public Service. 3.) Affordable housing- benefiting families and seniors with quality housing. 3.) Rehabilitation - assisting homeowners and group homes to maintain the housing stock and prevent blight. 4.) Accessibility projects throughout DuPage County.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.

Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant?

04/01/2024 to 03/31/2025
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- | | | | |
|------------------------------|---------------------|-----------------------------|-------------|
| 6.1.1. Total salary | <u>\$425,000.00</u> | Percentage covered by grant | <u>100%</u> |
| 6.1.2. Total fringe benefits | <u>\$170,000.00</u> | Percentage covered by grant | <u>100%</u> |
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes
- 6.1.3.1. If yes, which ones are disallowed?
- payout of retention benefits
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 1000-1750
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
- (Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p>N/A</p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p>Yes</p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p>\$732,696.00</p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p>100%</p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p>20%</p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>80%</p>
<p>9. Are matching funds required? (Yes or No):</p>	<p>No</p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>_____</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>_____</p>

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$3,663,480.00



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0381

Agenda Date: 1/16/2024

Agenda #: 11.C.



Grant Proposal Notification

GPN Number: 004-24 Date of Notification: 01/08/2024
(Completed by Finance Department) (MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024 Grant Application Due Date: 04/01/2024
(Completed by Finance Department) (MM/DD/YYYY) (MM/DD/YYYY)

Name of Grant: HOME Investment Partnership Program FY24

Name of Grantor: U.S.Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 1,860,190.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.239 If State, provide CSFA: _____



Grant Proposal Notification

1. Justify the department's need for this grant.

The HOME grant, now entering its 33rd year is beneficial to the residents of DuPage County by providing funding for activities such as: 1.) Construction of units of affordable and accessible housing, including housing units for seniors. 2.) Rehabilitation, enabling residents to maintain their property and remain in their homes. 3.) Tenant Based Rental Assistance, available to DuPage County residents for up to two years.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.

Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant?

04/01/2024 to: 03/31/2025
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary \$110,000.00 Percentage covered by grant 100%
- 6.1.2. Total fringe benefits \$44,000.00 Percentage covered by grant 100%
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes
- 6.1.3.1. If yes, which ones are disallowed?
- Payout of retention benefits.
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 1000-1750
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed? (Yes or No)



Grant Proposal Notification

N/A

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No)

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?

9. Are matching funds required? (Yes or No):

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?

N/A - Match requirement passed to subrecipient

10. What amount of funding is already allocated for the project?

\$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located?

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):

No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?

\$1,860,190.00



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0382

Agenda Date: 1/16/2024

Agenda #: 11.D.



Grant Proposal Notification

GPN Number: 005-24 Date of Notification: 01/08/2024
(Completed by Finance Department) (MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024 Grant Application Due Date: 04/01/2024
(Completed by Finance Department) (MM/DD/YYYY) (MM/DD/YYYY)

Name of Grant: Emergency Solutions Grant FY24

Name of Grantor: U.S.Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 288,247.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.231 If State, provide CSFA: _____

Grant Proposal Notification

1. Justify the department's need for this grant.

This grant provides funding for services for homeless individuals and families or individuals and families in danger of becoming homeless throughout DuPage County. Qualifying organizations provide services such as housing assistance, rapid re-housing, homeless prevention, emergency shelter, street outreach and the management of the information system linking those organizations.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.

Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant?

04/01/2024 to: 03/31/2025
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- | | | | |
|------------------------------|--------------------|-----------------------------|-------------|
| 6.1.1. Total salary | <u>\$16,000.00</u> | Percentage covered by grant | <u>100%</u> |
| 6.1.2. Total fringe benefits | <u>\$5,618.00</u> | Percentage covered by grant | <u>100%</u> |
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes
- 6.1.3.1. If yes, which ones are disallowed?
- Payout of retention benefits.
-
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 1000-1750
-
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
- (Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	N/A - Match requirement passed to Subrecipient
10. What amount of funding is already allocated for the project?	\$0.00
10.1. If allocated, in what Company-Accounting Unit are the funds located?	
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	\$288,247.00