

# 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