



DATE: Tuesday, June 03, 2025
TIME: 6:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. March 25, 2025 - Regular Meeting

C. Additions to Agenda

D. Public Input

E. Presentations

F. Staff Report

1. Staff Briefing

G. Unfinished Business

H. New Business

1. A Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment
2. A Resolution Approving and Authorizing the Execution Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner
3. A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides – Supportive Services
4. A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://www.urbanail.gov/executive-department/page/urbana-public-television>.

5. A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP FY 2021/2022

I. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanail.gov. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under “Verbal Input”. Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker’s microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk’s Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanail.gov

MINUTES OF A REGULAR MEETING**URBANA COMMUNITY DEVELOPMENT COMMISSION****DRAFT****DATE:** March 25, 2025**TIME:** 6:00 P.M.**PLACE:** Council Chambers, City Hall, 400 South Vine Street, Urbana, Illinois

MEMBERS ATTENDING: Anne Heinze-Silvis, Chris Diana, and Patricia Jones**MEMBERS EXCUSED:** Deshawn Williams, Robert Freeman**STAFF PRESENT:** Nick Olsen, Community Development Coordinator; Bredan Belcher, Grants Manager**OTHERS PRESENT:** None.

A. CALL TO ORDER and ROLL CALL

Chair Heinze-Silvis called the meeting to order at 6:01 p.m. Roll call was taken, and there was a quorum of the members present.

B. APPROVAL OF MINUTES OF PREVIOUS MEETING

Commissioner Jones motioned to approve the minutes of the February 25, 2025 public hearing, which was seconded by commissioner Diana. All present voted in favor and the motion passed.

Commissioner Jones then motioned to approve the minutes of the February 25, 2025 regular meeting, which was seconded by commissioner Diana. All present voted in favor and the motion passed.

C. CHANGES TO THE AGENDA

There were none.

D. PUBLIC INPUT

There was none.

E. PRESENTATIONS

There were none.

F. STAFF REPORT

Mr. Belcher gave a staff report discussing the upcoming Neighborhood Cleanup Day taking place on Saturday, May 10, 2025, during which households in Community Development Target Areas would be eligible to dispose of unwanted items.

He also discussed the City of Urbana Community Services Grant, a funding opportunity for local non-profit organizations accepting applications until April 7, 2025.

G. UNFINISHED BUSINESS

There was none.

H. NEW BUSINESS

A Resolution Approving the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Years 2025-2029 and Annual Action Plan for Fiscal Year 2025-2026

Mr. Belcher discussed the City of Urbana and Urbana HOME Consortium FY 2025/2026 Consolidated Plan and FY 2025/29 Annual Action Plan. He reminded the commission that these plans were discussed in detail at the February 25, 2025 public hearing, and detail anticipated uses of HOME and CDBG program funds through the Department of Housing and Urban Development (HUD).

He provided an overview of the public input process for the plan, including notices, surveys, engagement events, stakeholder consultation meetings, and public hearings.

He noted that HUD allocations were not yet announced, and that funding amounts in the plan would be adjusted when allocations are announced. He noted that if allocations differ by 25% or more than estimates included in the draft plan, it would be brought back to the Commission for approval.

Commissioner Heinze-Silvis asked if there had been any changes to the draft Plan since the February public hearing. Mr. Belcher responded that the Plan was updated to include an additional stakeholder consultation meeting.

Commissioner Jones motioned to forward the Consolidated Plan for Fiscal Years 2025-2029 and Annual Action Plan for Fiscal Year 2025-2026 to Committee of the Whole with a recommendation of approval. Commissioner Diana seconded. All present voted in favor, and the motion passed unanimously.

A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation – EIEDA, Series 2025)

Discussed in conjunction with item below.

A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation – IHDA, Series 2025)

Mr. Olsen presented two resolutions related to allocation of the City of Urbana's 205 Bond Cap allocation to the Illinois Housing Development Authority (IHDA) and the Eastern Illinois Economic Development Authority (EIEDA). He provided an overview of the Bond Cap process and local projects that IHDA and EIEDA have assisted with bond financing.

Commissioner Jones moved to forward the resolution ceding half of the City of Urbana’s 2025 Volume Cap to EIEDA to Committee of the Whole with a recommendation of approval. Commissioner Diana seconded the motion, which was approved unanimously.

Commissioner Jones moved to forward the resolution ceding half of the City of Urbana’s 2025 Volume Cap to IHDA to Committee of the Whole with a recommendation of approval. Commissioner Diana seconded the motion, which was approved unanimously.

H. ADJOURNMENT

The meeting was adjourned at 6:23 pm.

Respectfully submitted,



Nick Olsen,
Community Development Coordinator
City of Urbana



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

GRANTS MANAGEMENT DIVISION

TO: Community Development Commission Members
FROM: Breaden Belcher, Grants Division Manager
DATE: June 3, 2025
SUBJECT: Staff Briefing

Grants Management Division Activities

- New Commissioner welcome
- Neighborhood Cleanup Day recap
- Community Services Grant Program
- HUD allocations announced
- Consolidated Plan/Action Plan update



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanaininois.us

MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

Meeting: June 3, 2025 Urbana Community Development Commission

Subject: A Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment

A Resolution Approving and Authorizing the Execution Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner

A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides – Supportive Services

A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support

Action Requested

Staff request the City of Urbana Community Development Commission forward the attached resolutions to the Urbana Committee of the Whole with a recommendation of approval.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact on core services as a result of approving the enclosed resolution.

Strategic Goals & Plans

Approval of the proposed resolutions will further Mayor/Council Strategic Goal 2.1 *A Coordinate with housing and social service providers to reduce homelessness* as well as the goals and strategies outlined in the [City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020 – 2024, and Annual Action Plan for FY 2024 – 2025](#).

Previous Council Actions

On August 1, 2022, City Council passed Resolution [2022-08-059R](#) accepting the HOME ARP allocation from the U.S. Department of Housing & Urban Development (HUD). HOME ARP subrecipient agreements were approved by Council in January, 2023 as part of the Housing & Homeless Innovations Grant Program.

Discussion

Brief Background

As the lead entity of the Urbana HOME Consortium (which consists of the cities of Urbana, Champaign, and Champaign Couy), the city received HOME ARP funding from HUD in 2022. HOME ARP funds must serve individuals and households experiencing or at risk of experiencing homelessness. Eligible project categories are:

- Support services
- Affordable housing development
- Non-congregate shelter development
- Non-profit operating & capacity building

In 2023, HOME ARP funds were incorporated into a new funding opportunity called the Housing & Homeless Innovations Grant Program. Four (4) organizations received HOME ARP grant awards in the first round of HHI funding.

In January 2025, the City of Urbana, in partnership with the City of Champaign, opened a second round of funding through the HHI program (HHI II). Applications opened on January 6, 2025 and closed on February 5, 2025. Once applications closed, a review committee convened to score and rank the submissions. The committee was made up of staff from both cities, as well as representatives from United Way of Champaign County, and the Champaign County Continuum of Service Providers to the Homeless.

10 applications were submitted in total. Of those, seven were selected for funding. Four of the seven programs selected will receive HOME ARP funding:

Agency	Program Type	Funding Source
CU at Home	Operating	HOME ARP
Champaign Co. RPC	Support Services	HOME ARP
Champaign Co. Healthcare Consumers	Support Services	HOME ARP
Strides Shelter	Supportive Services	HOME ARP

The remaining three programs will be funded through alternate sources:

Agency	Program Type	Funding Source
CU at Home	Shelter development	Urbana ARPA
Cunningham Township	Support Services	Urbana General Fund
First Followers	Affordable housing development	IL DCEO

The Commission is only required to vote to approve the programs receiving HOME ARP funding. Cunningham Township and First Followers programs will be voted on by City Council.

Fiscal and Budget Impact

HOME ARP funding has been budgeted and approved by Council for the purposes of furthering affordable housing and homeless services. There will be no additional fiscal impacts on the city.

Recommendation

Staff recommend the Commission forward the proposed resolutions to the City of Urbana Committee of the Whole with a recommendation of approval.

Next Steps

If approved by Council, staff will execute subrecipient agreements with the above-named entities. The grant period will begin July 1, 2025, and end on December 31, 2026.

Attachments

- I. A Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment
- II. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment
- III. A Resolution Approving and Authorizing the Execution Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner
- IV. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner
- V. A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides – Supportive Services
- VI. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides – Supportive Services

- VII. A Resolution Approving and Authorizing the Execution Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support
- VIII. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support

Originated by: Breaden Belcher, Grants Division Manager

RESOLUTION NO. _____

A Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan and FY 2020-2021 HOME ARP Allocation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$130,000 in HOME ARP Program funds, for the funding of a special populations case management program, operating, and capacity building between the City of Urbana and Champaign County Health Care Consumers, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____

DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana
and Champaign County Healthcare Consumers for Special Populations Outreach &
Enrollment**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Special Populations Outreach & Enrollment (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Champaign County Healthcare Consumers., (hereinafter the “**SUBRECIPIENT**”) on _____ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ Consortium to pay general operating costs; and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

WHEREAS, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME ARP REQUIREMENTS

Section 1: Use of HOME ARP Funds

Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$100,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.
- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$10,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project. Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

Section 2: Use of HOME ARP Project Requirements

Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible operating and capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

List of Documents

The following documents have been added to or made a part hereof by reference:

Exhibit A – Program Scope of Service

Section 3: Other PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.

2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall 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 PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by HUD, the SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

D. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as

other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 5: Records and Reports

A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbursment of expenses, case management and documentation of household income eligibility.

Section 6: **Enforcing of Agreement**

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ ’s HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.

- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT's default is waived, the PJ may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the PJ of SUBRECIPIENT's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 7: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

Section 8: Duration of Agreement and Timeliness

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground 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 SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees 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.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, 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

ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the PJ for the PROGRAM as described herein, is contingent upon the availability of HOME ARP funds from the Department of Housing and Urban Development. If HOME ARP funds are discontinued or reduced by HUD for any reason, the PJ's payments to the SUBRECIPIENT may cease or be reduced without advance notice to the SUBRECIPIENT, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the SUBRECIPIENT.

ARTICLE VI: ASSIGNMENT

SUBRECIPIENT shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the PJ.

ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

ARTICLE VIII: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

ARTICLE X: MONITORING AND EVALUATING

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

ARTICLE XI: INDEMNIFICATION

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

PJ:

SUBRECIPIENT:

DeShawn B. William, Mayor

[Name, title]

Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS)

COUNTY OF CHAMPAIGN) SS
)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, 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 he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

ATTACHMENT A Scope of Service

Section 1. Summary

Organization Name:

Champaign County Healthcare Consumers

Key Objectives and Measurable Outcomes

Project: Special Populations Outreach & Enrollment for Public Benefits

Description: CCHCC will provides stabilizing services to individuals experiencing homelessness, at risk of homelessness, or housing instability. The program will help individuals access public benefits, including disability income. CCHCC will also provide case management services to these individuals in order to try to address the many complex needs that these clients in our target population are facing.

Project Start Date: 7/1/2025

Project Completion Date: 12/31/2026

Funding & Source

\$130,000

U.S. Department of Housing and Urban Development HOME ARP

Eligible Expenses

Operating costs (not to exceed \$20,000)

Capacity building (not to exceed \$10,000)

Case management services

Program delivery

Section 2. Project Budget and Anticipated Timeline

Time Period	Project Expenses	Eligible Expenses	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q1	\$35,000	\$24,166	\$24,166	\$24,166
2025 Q2	\$35,000	\$24,166	\$24,166	\$48,332
2026 Q3	\$35,000	\$24,166	\$24,166	\$72,498
2026 Q4	\$35,000	\$24,166	\$24,166	\$96,664
2026 Q1	\$36,000	\$16,668	\$16,668	\$113,332
2026 Q2	\$36,000	\$16,668	\$16,668	\$130,000

RESOLUTION NO. _____

Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan and FY 2020-2021 HOME ARP Allocation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$175,000 in HOME ARP Program funds, for the funding of supportive services, case management, and operating support between the City of Urbana and Champaign County Regional Planning Commission, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____

DeShawn B. Williams, Mayor

Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner

THIS Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Emergency Shelter for Families Comfort Corner (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Champaign County Regional Planning Commission., (hereinafter the “**SUBRECIPIENT**”) on _____ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

WHEREAS, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME ARP REQUIREMENTS

Section 1: Use of HOME ARP Funds

Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$155,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.
- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

Section 2: HOME ARP Project Requirements

Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

List of Documents

The following documents have been added to or made a part hereof by reference:

Exhibit A – Program Scope of Service

Section 3: Other PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall 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 PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in

any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by HUD, the SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

D. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 5: Records and Reports

A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as "complete" in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbursment of expenses, case management and documentation of household income eligibility.

Section 6: Enforcing of Agreement

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT's default is waived, the PJ may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the PJ of SUBRECIPIENT's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 7: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as

an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

Section 8: Duration of Agreement and Timeliness

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.

- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground 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 SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees 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.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, 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.
- 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 including the PJ, 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, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.
- I. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. SUBRECIPIENT shall be liable to perform all acts to the PJ in the same manner as the PJ performs these functions to the Federal government.
- K. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the PJ or its

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

ARTICLE X: MONITORING AND EVALUATING

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

ARTICLE XI: INDEMNIFICATION

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

PJ:

SUBRECIPIENT:

DeShawn B. William, Mayor

[Name, title]

Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, 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 he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

ATTACHMENT A Scope of Service

Section 1. Summary

Organization Name:

Champaign County Regional Planning Commission

Key Objectives and Measurable Outcomes

Project: Emergency Family Shelter – Comfort Corner

Description: ESF Comfort Corner winter overflow will offer a safe and secure place for families with minor children to sleep during winter months when all community apartment style shelter units are at capacity. This overflow space will offer a warm and supportive environment during the evening and overnight hours. Families will check in at a local partnering site before final check in at 7 PM, where intake procedures, including verification of custody and background checks, will take place. Following the check-in process, families will be transported via MTD buses to the shelter location, where they will be provided with a designated space to sleep from 8 PM to 7 AM with final operation clean up and shut down completed by 9AM.

Project Start Date: 7/1/2025

Project Completion Date: 12/31/2026

Funding & Source

\$175,000

U.S. Department of Housing and Urban Development HOME ARP

Eligible Expenses

Capacity building (not to exceed \$20,000)

Salaries/benefits

Consultants/Contracts

Materials/supplies

Travel/Transportation

Section 2. Project Budget and Anticipated Timeline

Time Period	Project Expenses	Eligible Expenses	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q1	\$74,391	\$74,391	\$74,391	\$74,391
2025 Q2	\$61,782	\$61,782	\$61,782	\$136,173
2026 Q3	\$36,902	\$36,902	\$36,902	\$173,075
2026 Q4	\$1,925	\$1,925	\$1,925	\$175,000
2026 Q1				
2026 Q2				

RESOLUTION NO. _____

Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides – Supportive Services

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan and FY 2020-2021 HOME ARP Allocation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$180,000 in HOME ARP Program funds, for the funding of supportive services, case management, operating, and capacity building support between the City of Urbana and City of Champaign Township in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____

DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and
City of Champaign Township for Strides – Supportive Services**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Strides – Supportive Services (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and City of Champaign Township, (hereinafter the “**SUBRECIPIENT**”) on _____ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to pay general operating costs; and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

WHEREAS, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME ARP REQUIREMENTS

Section 1: Use of HOME ARP Funds

Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$150,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.

- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$10,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project.

Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

Section 2: Use of HOME ARP Project Requirements

Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible operating and capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

List of Documents

The following documents have been added to or made a part hereof by reference:

Exhibit A – Program Scope of Service

Section 3: Other PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall 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 PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by HUD, the SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

D. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 5: Records and Reports

A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ 's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, case management and documentation of household income eligibility.

Section 6: Enforcing of Agreement

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT's default is waived, the PJ may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the PJ of SUBRECIPIENT's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 7: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

Section 8: Duration of Agreement and Timeliness

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 24 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground 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 SUBRECIPIENT receives federal financial assistance.

- G. SUBRECIPIENT shall establish safeguards to prohibit employees 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.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ , 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.

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 including the PJ , 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, SUBRECIPIENT will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” as provided in “Attachment 2” and in accordance with the corresponding instructions.

- I. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. SUBRECIPIENT shall be liable to perform all acts to the PJ in the same manner as the PJ performs these functions to the Federal government.
- K. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys’ fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the PJ or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that SUBRECIPIENT shall have no liability for damages or the costs incident thereto caused by the sole negligence of the PJ , or its officers, employees, or agents.
- L. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the PJ .

ARTICLE X: MONITORING AND EVALUATING

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

ARTICLE XI: INDEMNIFICATION

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

PJ:

SUBRECIPIENT:

DeShawn B. William, Mayor

[Name, title]

Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, 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 he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

ATTACHMENT A

Scope of Service

Section 1. Summary

Organization Name:

City of Champaign Township – Strides

Key Objectives and Measurable Outcomes

Project: Supportive services/Operating/Capacity building

Description: Grant funding will support the operational costs associated with Strides shelter, including employee salaries for three (3) case managers, operations, and capacity building costs. Case managers will provide housing navigation and supportive services to Strides' guests, including employment assistance, connections to health and mental health providers, and screenings for all appropriate housing options.

Project Start Date: 7/1/2024

Project Completion Date: 12/31/2026

Funding & Source

\$180,000

U.S. Department of Housing and Urban Development HOME ARP

Eligible Expenses

Operating costs (not to exceed \$20,000)

Capacity building (not to exceed \$10,000)

- Professional Development
- Training

Supportive services (3 case managers at \$50,000 each)

Section 2. Project Budget and Anticipated Timeline

Time Period	Project Expenses	Eligible Expenses	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q1	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Insurance) 4. Operating Costs (Utilities)	1. 40,384 2. 3,203 3. 6,500 4. 1,750	\$51,837.00	\$51,837.00
2025 Q2	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Utilities)	1. 34,615 2. 3,089 3. 1,750	\$39,454.00	\$39,454.00
2026 Q3	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Utilities)	1. 40,384 2. 1,853 3. 1,750	\$43,987.00	\$43,987.00
2026 Q4	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Insurance) 4. Operating Costs (Utilities)	1. 34,615 2. 1,857 3. 6,500 4. 1,750	\$44,722.00	\$44,722.00

RESOLUTION NO. _____

A Resolution Approving and Authorizing the Execution of a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan and FY 2020-2021 HOME ARP Allocation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$20,000 in HOME ARP Program funds, for the funding of operating support for the Mattis Ave Shelter project between the City of Urbana and CU at Home, Inc, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____

DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana
and CU at Home, Inc. for Mattis Shelter Operating Support**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Mattis Shelter Operating Support (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and CU at Home, Inc., (hereinafter the “**SUBRECIPIENT**”) on _____ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

WHEREAS, the PJ has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the Urbana HOME Consortium to pay general operating costs; and

WHEREAS, the SUBRECIPIENT has received HOME ARP funding from the PJ for eligible HOME-ARP activities within 24 months of the award; and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

WHEREAS, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME ARP REQUIREMENTS

Section 1: Use of HOME ARP Funds

Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project. Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

Section 2: Use of HOME ARP Project Requirements

Project Completion

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

List of Documents

The following documents have been added to or made a part hereof by reference:

Exhibit A – Program Scope of Service

Section 3: Other PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall 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 PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from

the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by HUD, the SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

Section 4: Records and Reports

A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Documentation used to request re-imbursement of expenses.
- b) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- c) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- d) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) Records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.

- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, case management and documentation of household income eligibility.

Section 5: Enforcing of Agreement

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages,

temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT's default is waived, the PJ may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the PJ of SUBRECIPIENT's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 6: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

Section 7: Duration of Agreement and Timeliness

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein.

The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground 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 SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees 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.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, 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.

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

and Urban Development. If HOME ARP funds are discontinued or reduced by HUD for any reason, the PJ's payments to the SUBRECIPIENT may cease or be reduced without advance notice to the SUBRECIPIENT, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the SUBRECIPIENT.

ARTICLE VI: ASSIGNMENT

SUBRECIPIENT shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the PJ.

ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

ARTICLE VIII: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

ARTICLE X: MONITORING AND EVALUATING

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

ARTICLE XI: INDEMNIFICATION

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

PJ:

SUBRECIPIENT:

DeShawn B. William, Mayor

[Name, title]

Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, 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 he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

**ATTACHMENT A
Scope of Service**

Section 1. Summary

Organization Name:

C-U at Home, Inc

Key Objectives and Measurable Outcomes

Project: Mattis Ave Mid-Barrier Shelter

Description: In collaboration with the Housing Authority of Champaign County and Champaign County, C-U at Home is expanding access to mid-barrier program services at a new location, 1207 S Mattis Champaign IL. This expanded site will provide mid-barrier program services to 16 men and 10 women. C-U at Home will continue to provide services at its 7 homes throughout Champaign-Urbana. Funds will be used to renovate the site.

Project Start Date: 7/1/2025

Project Completion Date: 12/31/2026

Funding

\$20,000

U.S. Department of Housing & Urban Development HOME ARP

Eligible Expenses

Operating costs (not to exceed \$20,000)

Project Budget and Anticipated Timeline

Time Period	Project Expenses	Eligible Expenses	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q1 – July-Sept	\$20,000 Op	Occupancy/lease Audit	\$20,000	\$20,000



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanaininois.us

MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

Meeting: June 3, 2025 Community Development Commission

Subject: A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP FY 2021/2022

Summary

Action Requested

The City of Urbana Community Development Commission is being asked to consider the attached resolution amending the Urbana HOME Consortium subrecipient agreement with Chamapign County Regional Planning Commission. The amendment will extend the agreement term from June 30, 2025 to June 30, 2026. All other provisions of the original subrecipient agreements will remain in effect.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact on core servcies as a result of approving the proposed resolution.

Strategic Goals & Plans

Approval of the proposed resolution will further City Council Strategic Goal 2.1 (A) *Coordinate with housing and social service agencies to reduce homelessness*, as well as the stratgies and objectives described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan, and 2024-2025 Annual Action Plan.

Previous Council Actions

On January 23, 2023, the Urbana City Council approved Resolution [2023-01-003R](#) executing an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission for housing navigation services. On May 28, 2024, Council approved Resolution [2024-05-029R](#) extending the program completion date to June 30, 2025.

Discussion

Background Information

The original subrecipient agreement provided \$148,224 in HOME ARP funds to CCRPC to support housing navigation case management services for low-income households. Approval of the amendment will allow CCRPC to rollover the grant balance of \$25,137 to FY 2025-2026 and continue operating their housing navigation program until funds are expended. CCRPC's expenditure of funds has been delayed by staff turnover and hiring delays. By extending the agreement term, an additional 10-15 households will receive housing navigation case management services including housing application fees, renter's insurance, security deposits, and payment of utility and rental arrears that prevent clients from securing new permanent housing.

Recommendation

Staff recommends that the attached resolutions be forwarded to the City of Urbana Committee of the Whole with a recommendation for approval.

Next Steps

If approved by Council, staff will rollover the grant balances to FY 2025-2026.

Attachments

1. A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP 2021/2022
2. Urbana HOME Consortium Subrecipient Agreement Amendment No. 2 – Champaign County Regional Planning Commission Housing Navigation Program

Originated by: Breaden Belcher, Grants Division Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO AN URBANA HOME
CONSORTIUM SUBRECIPIENT AGREEMENT**

**CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION
_HOUSING NAVIGATION PROGRAM**

HOME ARP FY 2021/2022

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, on January 23, 2023 the Urbana City Council passed Resolution No. 2023-01-003R approving the subrecipient agreement for Champaign County Regional Planning Commission authorizing housing navigation activities under the HOME ARP Program; and

WHEREAS, on May 28, 2024 the Urbana City Council passed Resolution No. 2024-05-029R approving amendment No. 1 to the subrecipient agreement for Champaign County Regional Planning Commission to extend the completion date to June 30, 2025; and

WHEREAS, Champaign County Regional Planning Commission has requested an amendment to extend the program completion date to June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement Amendment providing an extension of program completion to June 30, 2026, to provide housing navigation services to eligible populations in substantially the

form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

DeShawn B. Williams, Mayor



**Urbana HOME Consortium
Subrecipient Agreement Amendment No. 2**

**Champaign County Regional Planning Commission
Housing Navigation Program**

(HOME ARP 2021/2022)

The City of Urbana (City) and Champaign County Regional Planning Commission (Subrecipient) (collectively, the “Parties” and individually, a “Party”) agree that this Amendment (Amendment) will amend the subrecipient agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this agreement shall prevail.

Subgrantee Agreement No.: 2122-CCRPC

Item(s) Altered:

 The total HOME ARP grant award to the Subrecipient has been changed.

The new amount is: \$ _____

 X The termination date for the Agreement, as amended, shall be extended to: 06/30/2026

 The Scope of Services of the AGREEMENT shall be revised and is attached hereto.

 The Budget for this AGREEMENT shall be revised and attached hereto.

A copy of this Amendment No. 2 shall be appended to the original AGREEMENT.

The Parties or their duly authorized representatives hereby execute this Amendment.

City of Urbana

Subrecipient

By: _____

By: _____

Date: _____

Date: _____

Effective Date: This Amendment shall be effective upon execution by the City of Urbana.