



DATE: Monday, July 15, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: *Maryalice Wu, Ward 1*

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 06-17-2024 and 06-18-2024 Committee of the Whole Minutes

C. Additions to the Agenda

D. Presentations and Public Input

1. **Tenant Based Rental Assistance Reentry Pilot Program Update – Champaign County Regional Planning Commission**

E. Staff Report

1. *Imagine Urbana Comprehensive Plan Update*

F. New Business

1. **Resolution No. 2024-07-045R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25 – CD
2. **Resolution No. 2024-07-055R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25 – CD

G. Discussion

1. **Alternative Response Task Force Continued Discussion**

H. Council Input and Communications

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@urbanailinois.us. 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@urbanillinois.us



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 15, 2024, Committee of the Whole

Subject: A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

Summary

Action Requested

The Grants Division seeks approval of two resolutions approving and authorizing the execution of Urbana HOME Consortium subrecipient agreements with Champaign County Regional Planning Commission (CCRPC) and Courage Connection for Tenant Based Rental Assistance (TBRA).

Brief Background

The subrecipient agreement with CCRPC will allocate \$150,000 from FY25 HOME program funds to support a TBRA program for low-income renters. The subrecipient agreement with Courage Connection will allocate \$125,000 from prior year HOME balances to support TBRA for low-income households that have experienced domestic violence. The participants in both TBRA program will be offered case management services.

Staff and the City of Urbana Community Development Commission recommend that the Committee of the Whole forward the resolutions to City Council Consent Agenda.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact on core City services as a result of approving these resolutions.

Strategic Goals & Plans

The execution of the subrecipient agreements will further the goals and objectives outlined in the City's 2020-2024 Consolidated Plan and 2024-2025 Annual Action Plan. Providing rental assistance

to low-income households will also address Mayor/City Council Strategic Goal 2.1 (A) *Coordinate with Housing and social service agencies to reduce homelessness* and Strategic Goal 2.1 (B) *Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.*

Previous Commission Actions

On February 14, 2022, Council voted to approve Resolution [2022-02-004R](#) executing an Urbana HOME Consortium subrecipient agreement with Courage Connection for TBRA. On October 23, 2023, Council voted to approve Resolution [2023-10-085R](#) executing an Urbana HOME Consortium subrecipient agreement with CCRPC for TBRA

Discussion

Additional Background Information

CCRPC estimates serving 10-15 households with rental assistance and Courage Connection estimates serving 6-10 households. Actual numbers served may differ, due to variations in family size and monthly rents. Rental assistance will be provided to each eligible tenant for a period of time not to exceed two (2) years.

Fiscal and Budget Impact

There will be no change to the City general fund as a direct result of executing the proposed agreements. The funding proposed for Courage Connection comes from prior year grant balances, and the funding for CCRPC is already incorporated into the FY 2024-2025 Annual Action Plan budget, which has been approved by Council.

Recommendation

Staff and the City of Urbana Community Development Commission recommend that the Committee of the Whole forward the resolutions to the City Council Consent Agenda.

Next Steps

If approved by Council, Grants Division staff will execute subrecipient agreements with CCRPC and Courage Connection for TBRA.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
2. Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25
4. Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY25

Originated by: Breaden Belcher, Grants Division Manager

Approved by: Carol Mitten, City Administrator

URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING

COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM

FUNDS FOR

TENANT BASED RENTAL ASSISTANCE FY25

THIS SUBRECIPIENT AGREEMENT is entered into on July, ____ 2024, by and between the City of Urbana, ("URBANA"), and Champaign County Regional Planning Commission ("SUBRECIPIENT").

WHEREAS, the URBANA HOME Consortium has been awarded a grant of HOME Investment Partnership Act Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101- 625) ("ACT"); and

WHEREAS, pursuant to the terms of the grant, the City of Urbana as the lead agency for the Consortium is the PARTICIPATING JURISDICTION and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the PARTICIPATING JURISDICTION is authorized to contract by agreement with public entities or private non-profit entities for qualified activities and programs; and

WHEREAS, the PARTICIPATING JURISDICTION desires to enter into an agreement with the SUBRECIPIENT to administer a portion of the total HOME Investment Partnership Act Funds received by the URBANA HOME Consortium ("HOME FUNDS"); and

WHEREAS the URBANA HOME Consortium and SUBRECIPIENT enter into this Agreement pursuant- to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1. Definitions

As used in this Agreement:

- "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- "Area Median Income" or "AMI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range)

for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- "HUD": The U.S. Department of Housing and Urban Development, its secretary or a person authorized to act on his/her behalf.
- "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 60% of the area median income limit using the Section 8 Program definition of annual income found at 24 CFR Part 5 A at program entry. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of URBANA as provided by local and HUD regulations
- "Monitoring Agency": The City of Urbana Grants Management Division is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of Urbana is a **PARTICIPATING JURISDICTION**.
- "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by the SUBRECIPIENT directly generated from the use of HOME funds or Matching Contributions.
- "Project": The activity or group of activities covered by this Agreement as part of a Tenant Based Rental Assistance Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; the SUBRECIPIENT has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.
- "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

2. Terms of Project/Use of HOME Funds/Scope of Services:

The express purpose of this Agreement is to provide SUBRECIPIENT with HOME funds which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program") as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

SUBRECIPIENT will pay TBRA on a monthly basis to a landlord on behalf of an eligible tenant.

Assistance will be provided to between ten (10) and fifteen (15) Champaign County households with children under the age of eighteen (18) years whose head(s) of household are unemployed or underemployed and unable to afford market rate housing. It is estimated that the program will provide stable housing for eligible households in 12 months increments by placing them into existing market rate rental housing in Champaign County. Assistance per household not to exceed 24 months.

The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

SUBRECIPIENT will provide case management and wrap around services including job training and education through partnerships with other organizations. It is anticipated that each Household's rent subsidy will decline over the period of subsidy as the head(s) of household increase their earning capacity and move toward achieving self-sufficiency at program completion.

SUBRECIPIENT will use HOME funds for Tenant Based Rental Assistance (TBRA) to address the immediate need for affordable housing in Champaign County by placing eligible households in existing rental housing units. Housing units will have a minimum of 2-bedrooms, and must be appropriate based on household size. A program goal is to help place TBRA tenants in neighborhoods of their choosing based on their children's school of attendance or other factors that contribute to family and neighborhood stability.

SUBRECIPIENT will foster self-sufficiency by providing case management services and referrals to mainstream services over the course of the program. This includes, but is not limited to, assisting tenants earn increased education or credentials, obtain part-time employment while in school, participate in job training, and obtain full-time employment.

SUBRECIPIENT will assist families obtain childcare as needed and provide on-going support from the broad range of social services in the Champaign-Urbana community.

The TBRA Program will be administered according the TBRA Program Policy and Procedure Manual, as noted in Exhibit B. Payments will be made for actual expenditures. When a TBRA Program participant signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to the City for security deposits and monthly rents.

The tenant must have a lease that complies with the requirements in 92.253 (a) and (b).

Furthermore, the following project terms defined as Representations of the SUBRECIPIENT shall apply:

- The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- The execution and performance by SUBRECIPIENT of the terms and provisions of this agreement and all other agreements executed in relation to this agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which SUBRECIPIENT is a party or by which it is bound.
- Financial data, reports, and other information furnished to URBANA by SUBRECIPIENT are accurate and complete and fairly present the financial position of the SUBRECIPIENT.
- SUBRECIPIENT shall obtain all necessary governmental permits for the TBRA Program. The undertaking of the TBRA Program will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural

access or environmental protection or any other applicable ordinance, regulation of law.

- SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the TBRA Program in accordance with the provisions and requirements of this Agreement.
- SUBRECIPIENT has provided its planned use of TBRA Program funding, an itemized budget for the TBRA Program and a schedule of activities to be performed (Exhibit A). Should the TBRA Program fall out of compliance with the attached schedule, SUBRECIPIENT shall notify URBANA in writing immediately and Agreement may be amended at the discretion of URBANA.

3. Budget:

The SUBRECIPIENT has been awarded \$150,000 in FY 2025 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include, but are not limited to: security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program.

The SUBRECIPIENT may also be reimbursed for staff time for program eligibility/income certifications and Housing Quality Standard (HQS) inspections for the TBRA Program. Reimbursement for HQS inspections shall not exceed \$100 per unit.

SUBRECIPIENT must demonstrate time and activity tracking to receive reimbursement. SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

4. Roles and Responsibilities:

SUBRECIPIENT and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

SUBRECIPIENT will be responsible for the administration and implementation of the TBRA Program. This includes affirmative marketing outreach, application processing and income verification, lead paint notifications, and requesting reimbursement payments.

5. Agreement Period:

This Agreement shall be effective on 07/01/2024 and shall expire on 06/30/2027.

At minimum, a formal assessment of progress will be made on a quarterly basis, with guidance to correct, as needed. SUBRECIPIENT will have ninety (90) days to make changes/corrections to the program if numbers served do not meet expectations set forth in the agreement. If SUBRECIPIENT fails to expend funds by the expiration date of the agreement, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

If SUBRECIPIENT is delayed in the completion of the TBRA Program by any cause legitimately

beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the TBRA Program.

URBANA shall consider the request and make determinations on an extension of time for completion of the TBRA Program as URBANA in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify the SUBRECIPIENT of the time extension granted, or of its denial of such request.

6. General Program Requirements:

SUBRECIPIENT agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

URBANA and SUBRECIPIENT are responsible for ensuring that all households assisted under the TBRA Program are eligible, the property is qualified, appropriate documents are executed, and HOME Program processing steps as outlined in this Agreement and found in CFR 24 § 92 are met.

SUBRECIPIENT shall receive and utilize the HOME Program funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the TBRA Program application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

Any information or questions regarding this Agreement, project approval, termination, amendments, reports and records required, should be directed to:

City of Urbana
Manager, Grants Division
400 South Vine Street
Urbana, IL 61801

Champaign County Regional
Planning Commission
Director, Community Services
1776 East Washington Street
Urbana, IL 61802

7. Records and Reports:

Recipients are responsible for ensuring that the required financial records are maintained for all HOME Program-assisted projects. The HOME Program regulations require that applicants retain program records. All records pertaining to each fiscal year of HOME Program funds must be retained for the most recent five- year period, except as noted below:

- Written agreements must be retained for five (5) years after the agreement terminates.

- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- 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.

Reports: At such times and on such forms as HUD or URBANA may require, reports shall be furnished to HUD or URBANA regarding records, data, and information pertaining to matters covered by this Agreement.

Periodic Review: At regular intervals during the term of this Agreement URBANA may conduct on-site and off-site reviews and inspections of the content and progress of SUBRECIPIENT performance. If, as a result of such review, it is the opinion of URBANA that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, URBANA may propose an amendment to this Agreement with such revisions and notify SUBRECIPIENT in writing. Upon receipt of such notification of revision, SUBRECIPIENT shall, within ten (10) days, accept the amendment. Should SUBRECIPIENT not agree to the amendment or reach consensus with URBANA on alternative solutions, this Agreement may be terminated.

Submissions: SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, URBANA requirements and/or HOME Program requirements.

SUBRECIPIENT will submit quarterly program reports with demographic information on households in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute a violation of this contract and may result in the withholding of future payments.

Audit: SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable, and to submit this audit to URBANA as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

Project Files: SUBRECIPIENT shall keep a file on the Project containing information as required by the HOME Program and by URBANA as administrator of the HOME Program.

Requests of URBANA: At the request of URBANA, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the TBRA Program and shall give specific answers to questions from URBANA, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the TBRA Program.

8. Program Income/Reversion of Assets:

Any Program Income (repayment, interest, or other appropriate return on investment of HOME Program funds) realized from funds governed by this Agreement may be retained by the SUBRECIPIENT for expenditure on additional eligible activities and costs as permitted under this Agreement. Program Income generated as associated with the HOME Program shall be receipted by the SUBRECIPIENT and be reported to the URBANA no later than fifteen (15) days of such receipt.

9. Termination of Agreement or Suspension of Payment and Enforcement

In accordance with 24 CFR Part 85.43, URBANA may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. URBANA will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated.

However, if, in the case of a partial termination, URBANA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, URBANA may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

Causes for termination shall include by not be limited to the following:

- Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- Submission by SUBRECIPIENT to URBANA of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe
- Improper use of funds provided under this Agreement;
- Failure of SUBRECIPIENT to supply URBANA with quarterly or annual reports and the data necessary to the continuing planning process of URBANA;
- Suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement amendments to URBANA.
- Violation of the Conflict-of-Interest requirements identified in this Agreement;
- Failure to comply with the approved project schedule when required by HUD.

All HOME Program funds are subject to repayment by SUBRECIPIENT in the event the TBRA Program is terminated pursuant to one of the reasons listed above.

URBANA may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, URBANA will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated. URBANA will not be

liable for any loss or damage to SUBRECIPIENT that results directly or indirectly from said suspension or termination.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to URBANA the entire amount of HOME funds that have been expended in a manner prescribed by URBANA. The foregoing provision may be waived in the sole discretion of URBANA for good cause shown.

10. Remedies

- In the event of any violation or breach of this Agreement, including but not limited to, SUBRECIPIENT's misuse or misapplication of funds derived from this Agreement, by SUBRECIPIENT's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the extent permitted by law, agrees to defend, indemnify, and hold URBANA harmless from any requirement to repay to HUD the HOME funds received by SUBRECIPIENT for the TBRA Program or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT.
- In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section 10, then URBANA or SUBRECIPIENT shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

11. Other Federal Requirements:

SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the TBRA HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, nor national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship. Completion of the EEOC Certification form is required per this agreement.
- Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. The SUBRECIPIENT warrants it will comply with Section 504 requirements and has a process for doing so, including:
 - Providing information materials in alternative formats (large print, on tape, etc.);
 - Communicating with hearing impaired applicants; and
 - Making reasonable accommodations to applicants with disabilities.
- § 92.356 Conflict of Interest: Recipients must immediately report to URBANA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME- assisted program or in a HOME-assisted property.
- No officer, employee, agent, consultant, elected official or appointed official of the City of Urbana or its designees or agents, member of the governing body of URBANA or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects

assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.

- Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. URBANA will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt and the environmental review is solely for documentation that the determination has been made.
- Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. URBANA assigns to SUBRECIPIENT the responsibilities of 24 CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
- The Urbana HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017 in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of their knowledge and belief, that:
 - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, 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 Agreement, 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 SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned representative of the SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly.

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

- Uniform Administrative Requirements: SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- Procurement, Finances, Administration. SUBRECIPIENT shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
- Audits. SUBRECIPIENT shall adopt the audit requirements in accordance with 2 CFR Part 200 if the SUBRECIPIENT expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of the SUBRECIPIENT. URBANA may make an examination of the SUBRECIPIENT's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.

- Cost Principles and Eligible Costs SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- SUBRECIPIENT shall permit the authorized representatives of URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

12. Miscellaneous Provisions:

- **AMENDMENTS.** This Agreement may not be amended without URBANA approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release URBANA or SUBRECIPIENT from its obligations under this Agreement. However, URBANA may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both URBANA and SUBRECIPIENT.
- **SUBJECT TO FINANCIAL ASSISTANCE.** This Agreement is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- **ASSIGNMENT.** Except as provided per Rights to Subcontract hereof, SUBRECIPIENT shall not assign this Agreement or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of the URBANA having first been obtained.
- **HEADINGS.** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- **AGREEMENT DURATION.** Unless determined by the URBANA pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

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IN WITNESS WHERE OF, the parties hereto have executed this Agreement on the dates recited below.

CITY OF URBANA

CHAMPAIGN COUNTY REGIONAL
PLANNING COMMISSION

By:

By:

Diane Wolfe Marlin, Mayor

Executive Director

Date

Date

ATTEST:

By:

Darcy E. Sandefur, City Clerk

[SUBRECIPIENT]

Date

Date

EXHIBIT A Budget Projections

[SUBRECIPIENT]

FY 2025 - Allocation: \$150,000

Total: \$150,000

Match Contribution: \$ 0

Match funds are being provided through prior year excess match.

Project Funds are to be expended on one or more of the following activities:

1. Tenant Based Rental Assistance Program

HOME funds will be used to provide affordable housing assistance to low-income residents of the Urbana HOME Consortium area in the City of Urbana, City of Champaign and in unincorporated Champaign County. Assisted households will have annual incomes at or below 60% of the Area Median in accordance with HOME Regulations. The participating clients follow a team-approved plan for achieving self-sufficiency and make co-payments toward rent (not to exceed 30% of the household income), based on their approved self-sufficiency plan.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING
COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM FUNDS FOR
TENANT BASED RENTAL ASSISTANCE FY25**

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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Plan 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 _____, _____.

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

DESIGNATING COURAGE CONNECTION AS A SUBRECIPIENT

OF HOME PROGRAM FUNDS FOR

TENANT BASED RENTAL ASSISTANCE FY25

THIS SUBRECIPIENT AGREEMENT is entered into on July, ____ 2024, by and between the City of Urbana, ("URBANA"), and Courage Connection ("SUBRECIPIENT").

WHEREAS, the URBANA HOME Consortium has been awarded a grant of HOME Investment Partnership Act Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101- 625) ("ACT"); and

WHEREAS, pursuant to the terms of the grant, the City of Urbana as the lead agency for the Consortium is the PARTICIPATING JURISDICTION and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the PARTICIPATING JURISDICTION is authorized to contract by agreement with public entities or private non-profit entities for qualified activities and programs; and

WHEREAS, the PARTICIPATING JURISDICTION desires to enter into an agreement with the SUBRECIPIENT to administer a portion of the total HOME Investment Partnership Act Funds received by the URBANA HOME Consortium ("HOME FUNDS"); and

WHEREAS the URBANA HOME Consortium and SUBRECIPIENT enter into this Agreement pursuant- to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1. Definitions

As used in this Agreement:

- "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- "Area Median Income" or "AMI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range) for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- "HUD": The U.S. Department of Housing and Urban Development, its secretary or a person authorized to act on his/her behalf.
- "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 60% of the area median income limit using the Section 8 Program definition of annual income found at 24 CFR Part 5 A at program entry. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of URBANA as provided by local and HUD regulations
- "Monitoring Agency": The City of Urbana Grants Management Division is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of Urbana is a **PARTICIPATING JURISDICTION.**
- "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by the SUBRECIPIENT directly generated from the use of HOME funds or Matching Contributions.
- "Project": The activity or group of activities covered by this Agreement as part of a Tenant Based Rental Assistance Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; the SUBRECIPIENT has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.
- "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

2. Terms of Project/Use of HOME Funds/Scope of Services:

The express purpose of this Agreement is to provide SUBRECIPIENT with HOME funds which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program") as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

SUBRECIPIENT will pay TBRA on a monthly basis to a landlord on behalf of an eligible tenant.

Assistance will be provided to between six 6 and 10 Champaign County households with children under the age of eighteen (18) years whose head(s) of household are unemployed or underemployed and unable to afford market rate housing. It is estimated that the program will provide stable housing for eligible households in 12 months increments by placing them into existing market rate rental housing in Champaign County. Assistance per household not to exceed 24 months.

The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family

may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

SUBRECIPIENT will provide case management and wrap around services including job training and education through partnerships with other organizations. It is anticipated that each Household's rent subsidy will decline over the period of subsidy as the head(s) of household increase their earning capacity and move toward achieving self-sufficiency at program completion.

SUBRECIPIENT will use HOME funds for Tenant Based Rental Assistance (TBRA) to address the immediate need for affordable housing in Champaign County by placing eligible households in existing rental housing units. Housing units will have a minimum of 2-bedrooms, and must be appropriate based on household size. A program goal is to help place TBRA tenants in neighborhoods of their choosing based on their children's school of attendance or other factors that contribute to family and neighborhood stability.

SUBRECIPIENT will foster self-sufficiency by providing case management services and referrals to mainstream services over the course of the program. This includes, but is not limited to, assisting tenants earn increased education or credentials, obtain part-time employment while in school, participate in job training, and obtain full-time employment.

SUBRECIPIENT will assist families obtain childcare as needed and provide on-going support from the broad range of social services in the Champaign-Urbana community.

The TBRA Program will be administered according the TBRA Program Policy and Procedure Manual, as noted in Exhibit B. Payments will be made for actual expenditures. When a TBRA Program participant signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to the City for security deposits and monthly rents.

The tenant must have a lease that complies with the requirements in 92.253 (a) and (b).

Furthermore, the following project terms defined as Representations of the SUBRECIPIENT shall apply:

- The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- The execution and performance by SUBRECIPIENT of the terms and provisions of this agreement and all other agreements executed in relation to this agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which SUBRECIPIENT is a party or by which it is bound.
- Financial data, reports, and other information furnished to URBANA by SUBRECIPIENT are accurate and complete and fairly present the financial position of the SUBRECIPIENT.
- SUBRECIPIENT shall obtain all necessary governmental permits for the TBRA Program. The undertaking of the TBRA Program will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation of law.

- SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the TBRA Program in accordance with the provisions and requirements of this Agreement.
- SUBRECIPIENT has provided its planned use of TBRA Program funding, an itemized budget for the TBRA Program and a schedule of activities to be performed (Exhibit A). Should the TBRA Program fall out of compliance with the attached schedule, SUBRECIPIENT shall notify URBANA in writing immediately and Agreement may be amended at the discretion of URBANA.

3. Budget:

The SUBRECIPIENT has been awarded \$125,000 in FY17, FY18, and FY19 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include, but are not limited to: security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program.

The SUBRECIPIENT may also be reimbursed for staff time for program eligibility/income certifications and Housing Quality Standard (HQS) inspections for the TBRA Program. Reimbursement for HQS inspections shall not exceed \$100 per unit.

SUBRECIPIENT must demonstrate time and activity tracking to receive reimbursement. SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

4. Roles and Responsibilities:

SUBRECIPIENT and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

SUBRECIPIENT will be responsible for the administration and implementation of the TBRA Program. This includes affirmative marketing outreach, application processing and income verification, lead paint notifications, and requesting reimbursement payments.

5. Agreement Period:

This Agreement shall be effective on 07/01/2024 and shall expire on 06/30/2026.

At minimum, a formal assessment of progress will be made on a quarterly basis, with guidance to correct, as needed. SUBRECIPIENT will have ninety (90) days to make changes/corrections to the program if numbers served do not meet expectations set forth in the agreement. If SUBRECIPIENT

fails to expend funds by the expiration date of the agreement, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

At minimum, a formal assessment of progress toward each benchmark will be made on a semi-annual basis, with guidance to correct, as needed. If a benchmark is not met, SUBRECIPIENT will have ninety (90) days to make changes/corrections. If SUBRECIPIENT fails to meet the benchmarks within ninety (90) days, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

If SUBRECIPIENT is delayed in the completion of the TBRA Program by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the TBRA Program.

URBANA shall consider the request and make determinations on an extension of time for completion of the TBRA Program as URBANA in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify the SUBRECIPIENT of the time extension granted, or of its denial of such request.

6. General Program Requirements:

SUBRECIPIENT agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

URBANA and SUBRECIPIENT are responsible for ensuring that all households assisted under the TBRA Program are eligible, the property is qualified, appropriate documents are executed, and HOME Program processing steps as outlined in this Agreement and found in CFR 24 § 92 are met.

SUBRECIPIENT shall receive and utilize the HOME Program funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the TBRA Program application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

Any information or questions regarding this Agreement, project approval, termination, amendments, reports and records required, should be directed to:

City of Urbana
Manager, Grants Division
400 South Vine Street
Urbana, IL 61801

Courage Connection
Executive Director
1304 East Main Street
Urbana, IL 61802

7. **Records and Reports:**

Recipients are responsible for ensuring that the required financial records are maintained for all HOME Program-assisted projects. The HOME Program regulations require that applicants retain program records. All records pertaining to each fiscal year of HOME Program funds must be retained for the most recent five- year period, except as noted below:

- Written agreements must be retained for five (5) years after the agreement terminates.
- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- 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.

Reports: At such times and on such forms as HUD or URBANA may require, reports shall be furnished to HUD or URBANA regarding records, data, and information pertaining to matters covered by this Agreement.

Periodic Review: At regular intervals during the term of this Agreement URBANA may conduct on-site and off-site reviews and inspections of the content and progress of SUBRECIPIENT performance. If, as a result of such review, it is the opinion of URBANA that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, URBANA may propose an amendment to this Agreement with such revisions and notify SUBRECIPIENT in writing. Upon receipt of such notification of revision, SUBRECIPIENT shall, within ten (10) days, accept the amendment. Should SUBRECIPIENT not agree to the amendment or reach consensus with URBANA on alternative solutions, this Agreement may be terminated.

Submissions: SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, URBANA requirements and/or HOME Program requirements.

SUBRECIPIENT will submit quarterly program reports with demographic information on households in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute a violation of this contract and may result in the withholding of future payments.

Audit: SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable, and to submit this audit to URBANA as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

Project Files: SUBRECIPIENT shall keep a file on the Project containing information as required by

the HOME Program and by URBANA as administrator of the HOME Program.

Requests of URBANA: At the request of URBANA, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the TBRA Program and shall give specific answers to questions from URBANA, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the TBRA Program.

8. Program Income/Reversion of Assets:

Any Program Income (repayment, interest, or other appropriate return on investment of HOME Program funds) realized from funds governed by this Agreement may be retained by the SUBRECIPIENT for expenditure on additional eligible activities and costs as permitted under this Agreement. Program Income generated as associated with the HOME Program shall be received by the SUBRECIPIENT and be reported to the URBANA no later than fifteen (15) days of such receipt.

9. Termination of Agreement or Suspension of Payment and Enforcement

In accordance with 24 CFR Part 85.43, URBANA may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. URBANA will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated.

However, if, in the case of a partial termination, URBANA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, URBANA may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

Causes for termination shall include by not be limited to the following:

- Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- Submission by SUBRECIPIENT to URBANA of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;
- Improper use of funds provided under this Agreement;
- Failure of SUBRECIPIENT to supply URBANA with quarterly or annual reports and the data necessary to the continuing planning process of URBANA;
- Suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement amendments to URBANA.
- Violation of the Conflict-of-Interest requirements identified in this Agreement;

- Failure to comply with the approved project schedule when required by HUD.

All HOME Program funds are subject to repayment by SUBRECIPIENT in the event the TBRA Program is terminated pursuant to one of the reasons listed above.

URBANA may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, URBANA will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated. URBANA will not be liable for any loss or damage to SUBRECIPIENT that results directly or indirectly from said suspension or termination.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to URBANA the entire amount of HOME funds that have been expended in a manner prescribed by URBANA. The foregoing provision may be waived in the sole discretion of URBANA for good cause shown.

10. Remedies

- In the event of any violation or breach of this Agreement, including but not limited to, SUBRECIPIENT's misuse or misapplication of funds derived from this Agreement, by SUBRECIPIENT's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the extent permitted by law, agrees to defend, indemnify, and hold URBANA harmless from any requirement to repay to HUD the HOME funds received by SUBRECIPIENT for the TBRA Program or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT.
- In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section 10, then URBANA or SUBRECIPIENT shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

11. Other Federal Requirements:

SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the

following:

- The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the TBRA HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship. Completion of the EEOC Certification form is required per this agreement.
- Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. The SUBRECIPIENT warrants it will comply with Section 504 requirements and has a process for doing so, including:
 - Providing information materials in alternative formats (large print, on tape, etc.);
 - Communicating with hearing impaired applicants; and
 - Making reasonable accommodations to applicants with disabilities.
- § 92.356 Conflict of Interest: Recipients must immediately report to URBANA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME-assisted program or in a HOME-assisted property.
- No officer, employee, agent, consultant, elected official or appointed official of the City of Urbana or its designees or agents, member of the governing body of URBANA or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or

agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.

- Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. URBANA will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt and the environmental review is solely for documentation that the determination has been made.
- Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. URBANA assigns to SUBRECIPIENT the responsibilities of 24 CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
- The Urbana HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017 in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of their knowledge and belief, that:
 - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, 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 Agreement, 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 SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned representative of the SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly.

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

- **Uniform Administrative Requirements:** SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- **Procurement, Finances, Administration.** SUBRECIPIENT shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
- **Audits.** SUBRECIPIENT shall adopt the audit requirements in accordance with 2 CFR Part 200 if the SUBRECIPIENT expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of the SUBRECIPIENT. URBANA may make an examination of the SUBRECIPIENT's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- **Cost Principles and Eligible Costs** SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- SUBRECIPIENT shall permit the authorized representatives of URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

12. Miscellaneous Provisions:

- **AMENDMENTS.** This Agreement may not be amended without URBANA approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release URBANA or SUBRECIPIENT from its obligations under this Agreement. However, URBANA may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both URBANA and SUBRECIPIENT.

- **SUBJECT TO FINANCIAL ASSISTANCE.** This Agreement is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- **ASSIGNMENT.** Except as provided per Rights to Subcontract hereof, SUBRECIPIENT shall not assign this Agreement or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of the URBANA having first been obtained.
- **HEADINGS.** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- **AGREEMENT DURATION.** Unless determined by the URBANA pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

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IN WITNESS WHERE OF, the parties hereto have executed this Agreement on the dates recited below.

CITY OF URBANA

COURAGE CONNECTION

By:

By:

Diane Wolfe Marlin, Mayor

Executive Director, Courage Connection

Date

Date

ATTEST:

By:

Darcy E. Sandefur, City Clerk

Courage Connection

Date

Date

EXHIBIT A Budget Projections

[SUBRECIPIENT]

FY 2019 – Allocation:	\$21,320.06
FY 2018 – Allocation:	\$100,000
FY 2017 – Allocation:	\$3,679.94
Total:	\$125,000

Match Contribution: \$ 0

Match funds are being provided through prior year excess match.

Project Funds are to be expended on one or more of the following activities:

1. Tenant Based Rental Assistance Program

HOME funds will be used to provide affordable housing assistance to low-income residents of the Urbana HOME Consortium area in the City of Urbana, City of Champaign and in unincorporated Champaign County. Assisted households will have annual incomes at or below 60% of the Area Median in accordance with HOME Regulations. The participating clients follow a team-approved plan for achieving self-sufficiency and make co-payments toward rent (not to exceed 30% of the household income), based on their approved self-sufficiency plan.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
DESIGNATING COURAGE CONNECTION AS A SUBRECIPIENT OF HOME
PROGRAM FUNDS FOR TENANT BASED RENTAL ASSISTANCE FY25**

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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$125,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Courage Connection, 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 _____, _____.

Diane Wolfe Marlin, Mayor