

DATE: Monday, October 06, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: *Christopher Evans, Ward 2*

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. **09-15-2025 Committee of the Whole Meeting Minutes**

C. Additions to the Agenda

D. Presentations and Public Input

1. **Fire Department Promotions**

E. New Business

1. **Resolution No. 2025-10-076R:** A Resolution Approving and Authorizing the Execution of a Community Development Block Grant Subrecipient Agreement (Champaign County Regional Planning Commission TBRA Management FY26) – CD
2. **Resolution No. 2025-10-077R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission Tenant Based Rental Assistance FY26) – CD
3. **Resolution No. 2025-10-078R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor’s Office (FY26) – CD
4. **Resolution No. 2025-10-079R:** A Resolution Accepting the Assistance to the Firefighters Grant Program (AFG) Funding from the Federal Emergency Management Agency, United States Department of Homeland Security – UFD

F. Staff Report

1. **Council Focus Group led by LEAP**

G. Council Input and Communications

H. Adjournment

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>.

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@urbanil.gov

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT
AGREEMENT**

(Champaign County Regional Planning Commission TBRA Management FY26)

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 June 9, 2025, the Urbana City Council passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2025-2026 authorizing certain activities under the Housing Activities Programs; and

WHEREAS, the Champaign County Regional Planning Commission has requested up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) in Community Development Block Grant funds to provide case management and housing counseling for the tenant based rental assistance program.

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

Section 1. That an Agreement providing up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) in Community Development Block Grant funds to Champaign County Regional Planning Commission to provide case management and housing counseling for the tenant based rental assistance program client households, 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:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn Williams, Mayor

**CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT**

INTERGOVERNMENTAL AGREEMENT

SUBRECIPIENT NAME: Champaign County Regional Planning Commission
PROJECT NAME: Administration of TBRA Program
PROJECT ADDRESS: 1776 E Washington Ave., Urbana, IL 61801
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Champaign County Regional Planning Commission a unit of government, (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2025 and ending June 30, 2026, pursuant to the CDBG Program; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2025 and ending June 30, 2026 which allocates a CDBG budget and as amended authorizes establishment of housing counseling for rental clients which includes intake, financial and housing affordability analysis and case management services; and

Whereas, Subgrantee desires to act as a unit of local government to administer the funds which are to be provided for a project identified as administration of a Tenant Based Rental Assistance program); and

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subgrantee for purposes of administering such activities; and

WHEREAS, the City, as a condition of its assistance to the Subgrantee, requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.

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2. The purpose of this Subrecipient Agreement is to pledge a combination of FY 2021, 2022, and 2023, 2024, & 2025 CDBG program funds, subject to funding availability, to assist with administering a TBRA program.
3. The City agrees to grant to the Subgrantee the sum of **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Tenant Based Rental Assistance.
4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project.
5. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
6. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee, and where such modification complies with the CDBG program requirements.
7. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
8. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
9. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
10. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
11. The Subgrantee represents to the City that the Project shall begin on July 1, 2025 and shall terminate on June 30, 2027, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient

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Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.

13. The Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
14. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any Project under the provision of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
16. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
17. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the Grantor against 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 the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury or liability is contributed to by the negligence of the Grantor 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 Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Grantor, or its officers, employees or agents.
18. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the case management services referred to herein, subject to guidelines of CDBG Housing Counseling for rental clients which includes intake, financial and housing affordability analysis and case management services, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
19. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a

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position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.

- B. This conflict-of-interest provision shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict-of-interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
20. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
- A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement.
 - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County firms and individuals.
 - C. Financial records and payments shall comply with all federal regulations.
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
21. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement,

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or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. The City may take other action as may be permitted by this Subrecipient Agreement.

If it is the decision of the City to require the repayment to the City of any grant funds provided to the Subrecipient, the Subrecipient agrees to pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days.

No delay or omission by the City in exercising any right or remedy available to it under this Subrecipient Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

22. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the essential services in the minimum amounts and for the minimum time period in accordance with the requirements of housing counseling services as defined by HUD, noncompliance with the Act or Attachment A provisions, failure to return the executed Subrecipient Agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.
23. In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:
 - A. Direct the Subrecipient to submit progress schedules for completing approved activities.
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated.
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions.

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- D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity.
- E. Reduce or recapture the grant authorized herein.
- F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
- G. Other appropriate action including, but not limited to, any remedial action legally available.
24. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment D hereto and made a part hereof.
25. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:
- TO THE CITY: Nick Olsen, Interim Manager
 Grants Management Division
 Dept. of Community Development Services
 City of Urbana
 400 South Vine Street
 Urbana, Illinois 61801
- TO THE SUBGRANTEE: Dalitso Sulamoyo
- Champaign County Regional Planning Commission
 1776 E Washington
 Urbana, Illinois 61802
26. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effective as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
- B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

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27. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.

28. This Agreement shall be effective as of the date executed by the City.

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subgrantee further agrees to the following:

1. It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
2. It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
3. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;
4. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
5. In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT B
ASSURANCES**

The Subgrantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body 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 the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee program described herein.
4. The Subgrantee acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by the Subgrantee and the City, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives and Eligible Activities for Entitlement Communities," and the Guide, as amended, shall be incorporated hereto by reference. The Subgrantee is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of OMB-approved standard information collections when providing financial and performance information;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - Subgrantee shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.
 - Audits shall be conducted annually.

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5. The Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment E and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.

6. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
Such contractors and subcontractors shall take affirmative action to insure 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.

 - D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and

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employment be given lower-income residents of Champaign County and contracts for work in connection with the Project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - 2. 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

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- requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension requirements. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
7. It will 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.
 8. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, 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 federally 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 City, 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, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 9. It will 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 grant.

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These assurances are signed with regard to Subgrantee Project No. 25-CDBG-01_of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this Project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for its Tenant Based Rental Assistance program

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2025 – June 30, 2027.

SCOPE OF SERVICE

As stated in the Program guidelines, which is incorporated herein as part of this Subrecipient Agreement and attached as Case Management Support.

2. Subgrantee shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the housing counseling activities eligible under the CDBG Program.

General Administration: The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/Project described above. Subgrantee shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subgrantee certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income households as defined in 24 CFR Part 570.208. Therefore, Subgrantee understands and agrees that activities funded under this Agreement shall benefit households within the following FY26 HUD program income limits, subject to periodic revision by HUD.

Family Size	60% MFI
1 person	\$42,420
2 persons	\$48,480
3 persons	\$54,540
4 persons	\$60,540
5 persons	\$65,400
6 persons	\$70,260
7 persons	\$75,120
8 persons	\$79,920

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:
- A. Total Number of Persons To Be Served: Expect to serve 12 persons per year
- B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$75,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.
- B. With each subsequent request for reimbursement on a quarterly basis, Subgrantee shall submit copies of Certification of Income forms signed by the participants (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic and race information for each person served shall also be submitted.
6. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with

Agreement # 25-CDBG-01

CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

- 7. Subgrantee agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
- 8. Subgrantee agrees to maintain financial records in accordance with and as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
- 9. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: Champaign County Regional Planning Commission

Address: 1776 E Washington, Urbana, IL 61802

Signed by: _____

Title: _____

Date: _____

Agreement # 25-CDBG-01

	Total Number Served	Total Urbana Residents Served
Race and Ethnicity		
Black/African American		
White		
Asian		
Native American/Alaska Native		
Native Hawaiian/Pacific Islander		
Multiple Races		
Hispanic of any race		

	Total Number Served	Total Urbana Residents Served
Income Level		
Extremely Low Income (0-30% MFI)		
Very Low Income (31-50% MFI)		
Low Income (51-60% MFI)		
Moderate Income (61-80% MFI)		

Gender	Male	Female	Other
Total Served			
Total Served From Urbana			

Female Head of Household	Yes	No
Total Served		
Total Served From Urbana		

Income Level	Total Number Served	Total Urbana Residents Served
Total unduplicated clients since last report:		

Agreement # 25-CDBG-01

Narrative describing the impact of the program and its participants:

[Empty text box for narrative description]

TBRA Case Manager Support

TBRA clients will be provided the opportunity for supportive services and case management. The TBRA Case Manager will have no less than quarterly contact with the client to support housing stability and provide referral information as needed. The TBRA Case Manager will also contact each Client's Landlord no less than quarterly to support housing stability, verifying the status of the Client/Tenant's rent payments and exploring if any Tenant issues have arisen. The TBRA Case Manager will participate in Client-Family Team meetings to support service coordination to support and advance self-sufficiency. The Case Manager will also support the Client in Landlord- Tenant issues and will be available for updates from the Landlord. If issues arise, the Case Manager will discuss the issue with the Tenant and assist with a solution. If the issue is regarding the safety of the property, an inspector may be asked to review the property again.

The TBRA Case Manager will also provide the following services to clients enrolled in the TBRA program:

- Meet with new clients to determine TBRA pilot program eligibility (see Participant Eligibility above).
- Complete all required TBRA paperwork:
 - Application for Rent Assistance (referring case manager and client complete)
 - Completed Income Calculation
 - Verification of Employment
 - Non-Income Affidavit
 - TBRA Income Limits (60% AMI or below)
 - Approval OR Denial Letter
 - Client Rent Calculation Worksheet and Maximum Allowance Rent (need to submit to CCRPC fiscal)
 - Subsidy Award Letter (need to submit to CCRPC fiscal)
 - Fair Market Rent
 - Utility Allowances
 - Request for Unit Approval (landlord and tenant complete)
 - TBRA Information for Landlords (CCRPC provide to landlord)
 - Rent Reasonableness Checklist and Certification (CCRPC complete)
 - Initial Unit Inspection Letter (Provided to landlord; retain copy in client file)
 - Housing Quality Standards (HQS) Inspection Form (CCRPC complete)
 - Inspection Results Letter (Provided to landlord; retain copy in client file)
 - Lead Based Paint Pamphlet (provided to client)
 - Lead Based Paint Disclosure Form (signed by client, landlord, and CCRPC)
 - Lease Addendum (landlord, client, CCRPC sign)
 - Payments Contract (landlord and CCRPC sign; need to submit to CCRPC fiscal)
 - W-9 (landlord complete)
 - Release of Information (client sign for landlord)

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- Notice of Occupancy Rights Under the Violence Against Women Act (provided to all clients)
- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (only completed by client if they are seeking Violence Against Women Act protections)
- Complete quarterly budgets with TBRA clients if not already completed by another provider from the client's care team.
- Coordinate with the client to ensure quarterly visits occur in the TBRA subsidized unit.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 6, 2025, Committee of the Whole

Subject: A Resolution Approving and Authorizing an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY26

A Resolution Approving and Authorizing an Urbana Community Development Block Grant Subrecipient Agreement for Tenant Based Rental Assistance Case Management FY26

Summary

Action Requested

City Council is being asked to consider two resolutions. The first resolution approves and authorizes an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission (CCRPC) for tenant based rental assistance (TBRA). The second resolution approves and authorizes a CDBG agreement for TBRA case management.

Commission 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.

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 2025-2029 Consolidated Plan, and 2025-2026 Annual Action Plan. Providing rental assistance to low-income households will also address Mayor/City Council Strategic Goals:

2.1 (A) Coordinate with Housing and social service agencies to reduce homelessness

2.1 (B) Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.

Previous Council Actions

The Urbana HOME Consortium has consistently funded RPC's TBRA program for over ten years. On August 5, 2024, Council passed Resolution [2024-07-054R](#) approving a FY25 HOME subrecipient agreement for TBRA. TBRA activities are included in the FY 2025/29 Consolidated Plan/FY 2025/26 Annual Action Plan budgets, approved by Council on June 9, 2025 in Resolution [2025-06-036R](#).

Discussion

Brief Background

The HOME subrecipient agreement with CCRPC will allocate \$300,000 from FY25 HOME program and prior year rollover funds to support a TBRA program for low-income renters.

The CDBG subrecipient agreement will provide \$75,000 to support housing counseling and case management services for CCRPC's TBRA households. Case Management funds will be available for the term July 1, 2025-June 30, 2027.

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 these projects are from HUD allocations for purposes approved in the Consolidated Plan and Action Plan.

Recommendation

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

Next Steps

If approved by Council, Grants Division staff will execute subrecipient agreements with CCRPC for TBRA and associated Case Management.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission Tenant Based Rental Assistance FY26)

2. Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY26
3. A Resolution Approving and Authorizing the Execution of a Community Development Block Grant Subrecipient Agreement (Champaign County Regional Planning Commission TBRA Management FY26)
4. City of Urbana Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of CDBG Program Funds for TBRA Management FY26

Originated by: Nick Olsen, Interim Grants Division Manager

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

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 FY26

WHEREAS, On June 9, 2025, the City Council of Urbana, Illinois passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the HOME Investment Partnership Program; and

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 2025-2029 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 \$300,000 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

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

DeShawn B. Williams, Mayor

URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING
COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM
FUNDS FOR

TENANT BASED RENTAL ASSISTANCE FY26

THIS SUBRECIPIENT AGREEMENT is entered into on _____, 2025, by and between the City of Urbana ("PARTICIPATING JURISDICTION"), and Champaign County Regional Planning Commission ("SUBRECIPIENT").

WHEREAS, the PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION HOME Consortium ("HOME FUNDS"); and

WHEREAS the PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION Grants Management Division": The City of PARTICIPATING JURISDICTION staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of PARTICIPATING JURISDICTION as provided by local and HUD regulations
- "Monitoring Agency": The City of PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 funds not to exceed \$300,000 from the PARTICIPATING JURISDICTION's federal HOME allocations from Fiscal Years 2018-2019, 2020-2021, and 2025-2026 which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program"). The TBRA Program is defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209. HOME funds provided under this Agreement come from the PARTICIPATING JURISDICTION

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

Assistance will be provided to between twenty (20) and thirty (30) Champaign County households whose head(s) of household are unemployed or underemployed and unable to afford market rate housing with priority for households with children under the age of eighteen (18) years. 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 linkage and referral to 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 1-bedroom, 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 making available Housing Counseling 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.

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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION in writing immediately and Agreement may be amended at the discretion of PARTICIPATING JURISDICTION.

3. Budget:

The SUBRECIPIENT has been awarded \$300,000 in FY 2026 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209. Eligible expenses are 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 National Standards of the Physical Inspection of Real Estate (NSPIRE) inspections for the TBRA Program. PARTICIPATING JURISDICTION will reimburse SUBRECIPIENT for NSPIRE inspections at a rate not to exceed \$100 per unit. SUBRECIPIENT must include the address and date of each inspection in order 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION in the same manner as PARTICIPATING JURISDICTION 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 07/01/2025 and shall expire on 06/30/2028.

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 PARTICIPATING JURISDICTION and request an extension of time for completion of the TBRA Program.

PARTICIPATING JURISDICTION shall consider the request and make determinations on an extension of time for completion of the TBRA Program as PARTICIPATING JURISDICTION in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. PARTICIPATING JURISDICTION 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.

PARTICIPATING JURISDICTION 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
 PARTICIPATING
 JURISDICTION, IL

61801

Champaign County Regional
 Planning Commission
 Director, Community Services
 1776 East Washington Street
 PARTICIPATING
 JURISDICTION, 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 PARTICIPATING JURISDICTION may require, reports shall be furnished to HUD or PARTICIPATING JURISDICTION regarding records, data, and information pertaining to matters covered by this Agreement.

Periodic Review: At regular intervals during the term of this Agreement PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION on alternative solutions, this Agreement may be terminated.

Submissions: SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION as administrator of the HOME Program.

Requests of PARTICIPATING JURISDICTION: At the request of PARTICIPATING JURISDICTION, 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 PARTICIPATING JURISDICTION, 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 PARTICIPATING JURISDICTION 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, PARTICIPATING JURISDICTION may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. PARTICIPATING JURISDICTION 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, PARTICIPATING JURISDICTION determines that the remaining portion of the award will not accomplish the purposes for which the award was made, PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION with quarterly or annual reports and the data necessary to the continuing planning process of PARTICIPATING JURISDICTION.
- 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 PARTICIPATING JURISDICTION.
- Violation of the Conflict-of-Interest requirements identified in this Agreement;
- Failure to comply with the approved project schedule when required by HUD.

All disbursements and payments made to SUBRECIPIENT under this Agreement remain subject to recovery from PARTICIPATING JURISDICTION if violations of any provisions of the Agreement by the SUBRECIPIENT result in HUD seeking recovery of disbursed funds.

PARTICIPATING JURISDICTION 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, PARTICIPATING JURISDICTION will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to PARTICIPATING JURISDICTION costs from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination. SUBRECIPIENT will not be liable for any loss or damage to PARTICIPATING JURISDICTION that results directly or indirectly from said suspension or termination.

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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION or its designees or agents, member of the governing body of PARTICIPATING JURISDICTION 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. PARTICIPATING JURISDICTION 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. PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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, PARTICIPATING JURISDICTION shall require an independent agency audit annually, evidence of which must be submitted to PARTICIPATING JURISDICTION. PARTICIPATING JURISDICTION 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. PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION, 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION or SUBRECIPIENT from its obligations under this Agreement.

However, PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION and SUBRECIPIENT.

- SUBJECT TO FINANCIAL ASSISTANCE. This Agreement is made subject to financial assistance agreements between PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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 PARTICIPATING JURISDICTION 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.

{The remainder of this page was deliberately left blank}

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

PARTICIPATING JURISDICTION

CHAMPAIGN COUNTY REGIONAL
PLANNING COMMISSION

By:

By:

DeShawn B. Williams, Mayor

Executive Director

Date

Date

ATTEST:

By:

Darcy E. Sandefur, City Clerk

[SUBRECIPIENT]

Date

Date

EXHIBIT A
Scope of Service

SUBRECIPIENT: Champaign County Regional Planning Commission

FY 2026 HOME Allocation:	\$300,000
Match Contribution:	\$0
Total:	\$300,000

Program Description

HOME funds will be used to provide affordable housing assistance to low-income residents of the PARTICIPATING JURISDICTION HOME Consortium area in the City of PARTICIPATING JURISDICTION, 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.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 6, 2025

Subject: A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Summary

Action Requested

City Council is being asked to consider a resolution approves and authorizes a Community Development Block Grant (CDBG) subrecipient agreement with Cunningham Township Supervisor's Office (CTSO) to provide emergency rental assistance using \$58,000 in CDBG public service funds.

Staff recommend the City of Urbana Community Development Commission forward the resolution to the Committee of the Whole with a recommendation of approval.

Relationship to City Services and Priorities

Impact on Core Services

There will be no direct impact on core city services as a result of approving these resolutions. Funds will come from the Department of Housing and Urban Development's Community Development Block Grant allocation. By providing emergency assistance resources to households facing eviction or homelessness, the City may see benefits in the form of reduced stress on emergency resources.

Strategic Goals & Plans

The execution of the subrecipient agreements will further the goals and objectives outlined in the City's 2025-2029 Consolidated Plan, and 2025-2026 Annual Action Plan. Providing rental assistance to low-income households will also address Mayor/City Council Strategic Goals:

2.1 (A) Coordinate with Housing and social service agencies to reduce homelessness

2.1 (B) Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.

Previous Council Actions

Use of CDBG Public Service funds for emergency rental assistance is included in the City's 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan budgets, as approved by City Council on June 9, 2025.

Discussion

Brief Background

The CDBG subrecipient agreement with CTSO will provide up to \$58,000 to support emergency rental assistance to income-qualifying households. Public Service expenditures in the FY25-26 program year are capped at 15% of the City's annual allocation. Per CDBG regulations, funds may be used to support up to 3 consecutive months of rental or arrearage assistance for income-qualifying households. Emergency rental assistance and homelessness prevention were identified as high priorities in the Needs Assessment of the 2025-2029 Consolidated Plan.

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 this project is from HUD allocations for purposes approved in the Consolidated Plan and Action Plan.

Recommendation

Staff recommend that the Committee of the Whole forward the resolution to City Council with a recommendation of approval.

Next Steps

If approved by Council, Grants Division staff will execute the subrecipient agreement with CTSO for rental assistance.

Attachments

1. A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26
2. Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Originated by: Nick Olsen, Interim Grants Division Manager

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

RESOLUTION NO. _____

A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor’s Office

WHEREAS, On June 9, 2025, the City Council of Urbana, Illinois passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the Public Service Activity Program; and

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, Cunningham Township Supervisor’s Office operates a rental assistance program for Low- and Moderate-income Urbana residents; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for units of local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5ILCS 220/1-220/9) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Intergovernmental 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 FY 2025-2029 Consolidated Plan.

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

Section 1. That an Intergovernmental Agreement pertaining to the provision of rental assistance for Urbana residents, between the City of Urbana and Cunningham Township Supervisor’s Office, 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:

ABSTAINS:

Darcy E. Sandefur, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

DeShawn B. Williams, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR RENTAL ASSISTANCE BETWEEN
THE CITY OF URBANA AND CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE**

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois (hereinafter the "City") and Cunningham Township Supervisor's Office (hereinafter the "Subrecipient") (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

WHEREAS, On June 9, 2025, the Urbana City Council passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the Public Service Activity Program.

WHEREAS, the Subrecipient is a unit of local government in Urbana, Champaign County, Illinois; and

WHEREAS, the Subrecipient operates a rental assistance program for income-qualified Urbana residents; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for units of local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5ILCS 220/1-220/9) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract.

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in the provision of rental assistance to low to moderate-income households in Urbana.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the provision of rental assistance to low- to moderate-income Urbana households is important. The purpose of this Agreement is for the City to provide CDBG Public Service Funds to the Subrecipient for the provision of rental assistance to low- to moderate-income Urbana households.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide CDBG Public Service Funds not to exceed \$58,000 to the Subrecipient for the provision of rental assistance to income qualified Urbana residents.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize CDBG Funds for the purpose specified in this Agreement:

- A. The Subrecipient shall conduct activities as detailed in Attachment A.
- B. The project must occur between July 1, 2025 and June 30, 2026.
- C. Assistance provided through this Agreement shall not exceed \$58,000.
- D. Rental assistance provided under this Agreement shall not exceed three consecutive months.
- E. Rental assistance payments shall be made directly to the property owner or manager on behalf of the individual or household.
- F. Individuals or households receiving assistance must be residents of the City of Urbana.
- G. The Subrecipient must provide reporting information to the city on a quarterly basis in the manner prescribed by the City.
- H. The City will transfer CDBG Funds to the Subrecipient in an amount not to exceed \$58,000 in support of this assistance, available beginning in City fiscal year 2026. The transferred funds shall be provided to the Subrecipient on a quarterly reimbursement basis, based on invoices for eligible costs. For all quarterly payments, the Subrecipient shall submit a Reporting Form and copies of invoices and related documentation. The Reporting Form can be found in Attachment B.

Section 4. Roles and Responsibilities of Subrecipient. The Subrecipient agrees to adhere to funding requirements and provide information needed that include the following:

- A. Subrecipient will adhere to the fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. Subrecipient will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.
- C. Subrecipient will verify income eligibility of individuals or households prior to providing rental assistance. In order to be eligible, individual or household income must be at or below 80% of the Area Median Income as determined annually by the U.S. Department of Housing and Urban Development. Income guidelines for 2025 can be found in Attachment C.
- D. Subrecipient must submit reporting information to the City as required by the U.S. Department of Housing and Urban Development, upon request of the City. Information will include but is not limited to:
 - a. Household income.
 - b. Household size.
 - c. Demographic information.
- E. Subrecipient will provide to the City, upon reasonable notice, access to and the right to examine such books and records relating to the CDBG funded activity. The Subrecipient will make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual

orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law.

- G. The Subrecipient will comply with all applicable statutes, ordinances, and regulations. The Subrecipient shall not use any of these CDBG Funds for lobbying purposes. If it is determined by the City that any expenditure made with CDBG Funds provided under this Agreement is prohibited by law, the Subrecipient will reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

- I. The City shall provide CDBG Funds to the Subrecipient in an amount not to exceed \$58,000. The funds shall be provided to the Subrecipient as a quarterly reimbursement.
- J. The City shall complete and maintain the Environmental Review Record (ERR) for this project in compliance with HUD regulations.
- K. The City shall provide oversight as described in this Agreement for the purpose of ensuring that CDBG Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement

Section 6. Notices: The Parties shall give all notices required or permitted by this Agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Subrecipient

Danielle Chynoweth, Supervisor
 Cunningham Township Supervisor's Office
 205 W Green St
 Urbana, IL 61801
Danielle@ctso.org

City of Urbana

Nick Olsen, Interim Manager
 Grants Division, City of Urbana
 400 S Vine St
 Urbana, IL 61801
Nick.Olsen@UrbanaIL.gov

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the Subrecipient shall provide to the City an accounting of the CDBG Funds and shall remit unspent CDBG Funds to the City. Additionally, if the Subrecipient does not spend the CDBG Funds in accordance with the regulations and requirements specified in this Agreement, the Subrecipient will be required to repay the City in the amount of CDBG funds that were utilized incorrectly.

Section 9. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 10. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE CITY OF URBANA

**CUNNINGHAMTOWNSHIP
SUPERVISOR'S OFFICE**

By: _____

By: _____

Date: _____

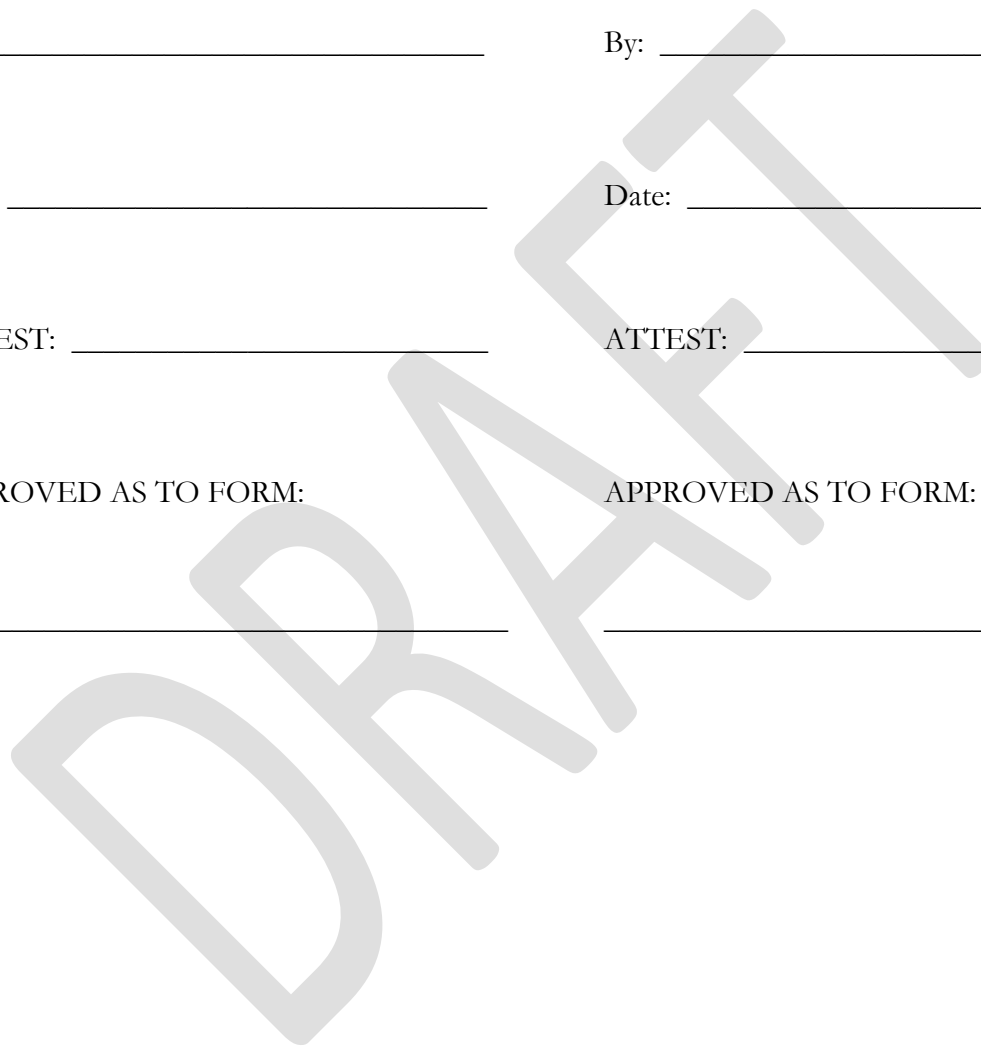
Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Attachment A
Project Description

Cunningham Township Supervisor’s Office shall use CDBG Public Service funds to provide emergency rental assistance support to income qualifying Urbana households. Reimbursable expenses must be incurred in the July 1, 2025-June 30, 2026 period, and shall not exceed 3 months of consecutive rental or arrearage expenses per qualifying household.

DRAFT

**CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC SERVICE ACCOMPLISHMENT REPORTING FORM**

Agency Name: _____ Staff Member: _____

Program: _____ Quarter: _____ Date Range: _____

ACCOMPLISHMENT DATA

Total: _____ *(This is the total number of persons served this quarter)*

Persons Served Demographics *(The sum of each subcategory below must be less than or equal to the "Total" for quarter as reported above)*

Race	Total Persons Served	Hispanic Persons
White		
Black/ African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/ African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		

Income Levels	Total Persons Served
Extremely Low (< 30% MFI)	
Low (< 50% MFI)	
Moderate (< 80% MFI)	

Employee Signature: _____ Date: _____

Attachment C

Median Family Income Limits

Champaign County

Family Size	30% MFI	50% MFI	60% MFI	80% MFI
1 person	\$21,200	\$35,350	\$42,420	\$56,550
2 persons	\$24,200	\$40,400	\$48,480	\$64,600
3 persons	\$27,250	\$45,450	\$54,540	\$72,700
4 persons	\$30,250	\$50,450	\$60,540	\$80,750
5 persons	\$32,700	\$54,500	\$65,400	\$87,250
6 persons	\$35,100	\$58,550	\$70,260	\$93,700
7 persons	\$37,550	\$62,600	\$75,120	\$100,150
8 persons	\$39,950	\$66,600	\$79,920	\$106,600

For more details, see: <https://www.huduser.gov/portal/datasets/il/il2025/2025MedCalc.odn>

Effective 6/1/2025

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025



Tal Prendergast
CITY OF URBANA
400 S VINE ST
URBANA, IL 61801

EMW-2024-FG-03745

Dear Tal Prendergast,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$67,814.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$6,781.46 for a total approved budget of \$74,596.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Street".

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant

Recipient: CITY OF URBANA

UEI-EFT: S9V6SD6918H7

Award number: EMW-2024-FG-03745

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$74,596.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$67,814.54
Non-federal	\$6,781.46
Total	\$74,596.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

800 Mhz P-25 compliant portable radios with required programming, features, and encryption capable of operating on the county-wide interoperable, encrypted, trunked radio system. The cost of each unit includes a remote speaker microphone, battery, and charger.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	8	\$9,324.50	\$74,596.00	Equipment

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
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Article 1**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	<p>Debarment and Suspension</p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 14	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 15	<p>Duplicative Costs</p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
Article 16	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
Article 17	<p>Energy Policy and Conservation Act</p> <p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

Article 18 Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)

Article 21	<p>Federal Debt Status</p> <p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.</p>
Article 22	<p>Federal Leadership on Reducing Text Messaging while Driving</p> <p>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.</p>
Article 23	<p>Fly America Act of 1974</p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
Article 24	<p>Hotel and Motel Fire Safety Act of 1990</p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>
Article 25	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019</p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>

Article 26 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

- Article 29 National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**
 (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”
- Article 30 Non-Supplanting Requirement**
 Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
- Article 31 Notice of Funding Opportunity Requirements**
 All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
- Article 32 Patents and Intellectual Property Rights**
 Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
- Article 33 Presidential Executive Orders**
 Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	<p>SAFECOM</p> <p>Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
Article 40	<p>Subrecipient Monitoring and Management</p> <p>Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.</p>
Article 41	<p>System for Award Management and Unique Entity Identifier Requirements</p> <p>Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
Article 42	<p>Termination of a Federal Award</p> <p>(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.</p>
Article 43	<p>Terrorist Financing</p> <p>Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.</p>

Article 44 Trafficking Victims Protection Act of 2000(TVPA)
Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45 Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56
Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46 Use of DHS Seal, Logo and Flags
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

- Article 52** **Prior Approval for Modification of Approved Budget**
 Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article 53** **Indirect Cost Rate**
 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
- Article 54** **Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**
 In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
- Article 55** **Award Performance Goals**
 FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56 Termination of the Federal Award (Updated)

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
 - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
 - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
 - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
 - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
 - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
 - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
 - vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
 - Is funding provided directly or indirectly to a subrecipient?
 - If no, include statement "This grant funding is not being directed to a subrecipient."
 - If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.
5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58 Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59 Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FG-03745	2. Amendment No. N/A	3. Recipient No. 376000524	4. Type of Action AWARD	5. Control No. WX02143N2025T		
6. Recipient Name and Address CITY OF URBANA 400 S VINE ST URBANA, IL 61801		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Tal Prendergast		9a. Phone No. 2173842420	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/20/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/27/2025 to 09/26/2027 Budget Period 09/27/2025 to 09/26/2027		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	\$0.00	\$67,814.54	\$67,814.54	\$6,781.46
Totals			\$0.00	\$67,814.54	\$67,814.54	\$6,781.46
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Stacey Street, Deputy Assistant Administrator Grants Program Directorate	09/20/2025



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 6, 2025 Committee of the Whole
Subject: A Resolution Authorizing the Acceptance of the FY 2024 Assistance to the Firefighter Grant Program (2025)

Summary

The UFD is pleased to report that we have been awarded the Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA), in the amount of \$67,814.54 for the purchase of eight (8) 800 MHz Portable Radios. Acceptance of the grant requires a City Council resolution, acknowledging the city's obligation to contribute 10% of the awarded funds. This would require the City of Urbana to contribute \$6,781.46 to the AFG award, totaling \$74,596.00.

We recommend that the Mayor and City Council:

- Adopt a resolution accepting the AFG award
- Authorize execution of all necessary grant agreements
- Approve the required city match using available funds from the UFD budget

Relationship to City Services and Priorities

This submission has an approved scope of work to help provide funds and reimbursement for equipment.

Strategic Goals & Plans

Strategic Area – Public Safety & Well-being

Strategy – Enhance & Expand Public Safety Resources

Discussion

The purpose of the Assistance to the Firefighters Grant Program (AFG) is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The Urbana Fire Department has been awarded the AFG grant six times since 2011. We have used previous grant funds for many purposes, and this award will help cover expenses the Fire Department will incur for portable radio equipment.

Recommendation

Recommend acceptance of the award

Attachments

1. Resolution
2. FEMA Award Letter

Originated by: Theresa Hoffman, Executive Assistant

Reviewed: Demond Dade, Fire Chief
Steve Doggett, Deputy Fire Chief
Tal Prendergast, Deputy Fire Chief

Approved: Darius White, City Administrator

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ASSISTANCE TO THE FIREFIGHTERS GRANT PROGRAM (AFG) FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, UNITED STATES DEPARTMENT OF HOMELAND SECURITY

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 of Urbana Fire Department is committed to protecting the health and safety of the public and firefighter personnel against fire and fire-related hazards; and

WHEREAS, The City of Urbana has applied to the Federal Emergency Management Agency, United States Department of Homeland Security, for a grant to assist with these efforts, and

WHEREAS, The Federal Emergency Management Agency, United States Department of Homeland Security has approved a \$67,814.54 with a required 10% City match of \$6,781.46 for a total project cost of \$74,596.00; and

WHEREAS, said grant will reimburse the City of Urbana for expenditures related to equipment and requires the city to contribute non-Federal funds equal to or greater than 10% of the total award amount; and

WHEREAS, the City Council, after due consideration, finds that the acceptance of the grant promotes the fiscal welfare of the City, is in the best interests of the residents, and is desirable for the welfare of the City’s government and affairs.

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

SECTION 1.

The City of Urbana, Illinois, hereby accepts the Assistance to Firefighters Grant Program (AFG) from the Federal Emergency Management Agency, United States Department of Homeland Security in the amount of \$67,814.54.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor