



DATE: Tuesday, September 08, 2026
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Shirese Hursey, Ward 3

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 07-27-2026 Committee of the Whole Meeting Minutes
2. 08-03-2026 City Council Meeting Minutes
3. 08-03-2026 Committee of the Whole Meeting Minutes
4. 08-10-2026 City Council Meeting Minutes
5. 08-17-2026 City Council Special Meeting Minutes
6. 08-17-2026 Committee of the Whole Meeting Minutes

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

F. New Business

1. **Resolution No. 2026-09-047R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY2027 – CD
2. **Resolution No. 2026-09-048R:** A Resolution Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Designating Courage Connection as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY2027 – CD
3. **Resolution No. 2026-09-049R:** A Resolution Approving an Intergovernmental Agreement for Animal Control Services – Exec

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@urbanail.gov



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: September 8, 2026, Committee of the Whole
Subject: A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY27

Summary

Action Requested

At the August 25, 2026, Community Development Commission meeting, the Commission recommended forwarding the resolution to the City Council with a recommendation of approval. Staff also recommend that the Committee of the Whole forward the resolution to City Council with a recommendation of approval.

Brief Background

City Council is being asked to consider a resolution that approves and authorizes a Community Development Block Grant (CDBG) Intergovernmental Agreement with the Cunningham Township Supervisor's Office (CTSO) to provide emergency rental assistance using \$55,000 in CDBG public service funds.

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 this resolution. Funds will come from the Department of Housing and Urban Development's (HUD's) CDBG 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 this Intergovernmental Agreement will further the goals and objectives outlined in the City's 2025-2029 Consolidated Plan, and 2026-2027 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 2026-2027 Annual Action Plan budget, as approved by City Council on April 13, 2026. In 2025 and IGA with Cunningham Township was approved by City Council for the same program (Resolution No.2025-10-078R).

Discussion

Additional Background Information

The CDBG Intergovernmental Agreement with CTSO will provide up to \$55,000 to support emergency rental assistance to income-qualifying households. Public Service expenditures in the FY26-27 program year are capped at fifteen percent (15%) of the City's annual allocation. Per CDBG regulations, funds may be used to support up to three (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 City Council, the Grants Division staff will execute the Intergovernmental 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 FY27
2. Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY27

Originated by:	Chris Kalter, Grants 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 April 13, 2026, the City Council of Urbana, Illinois passed Resolution No. 2026-04-051R approving the City of Urbana and Urbana HOME Annual Action Plan FY 2026-2027 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 April 13, 2026, the Urbana City Council passed Resolution No. 2026-04-015R approving the City of Urbana Annual Action Plan FY 2026-2027 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 \$55,000 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, 2026, and June 30, 2027.
- C. Assistance provided through this Agreement shall not exceed \$55,000.
- 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 \$55,000 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 2026 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 \$55,000. 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

Chris Kalter, Grants Manager
 Grants Division, City of Urbana
 400 S Vine St
 Urbana, IL 61801
chris.kalter@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 July 1, 2026-June 30, 2027, period, and shall not exceed 3 months of consecutive rental or arrearage expenses per qualifying household.

Attachment B

Grants Management Division

CDBG Reimbursement Request Form



Fiscal Year:	2026-2027	Quarter:	
Agency Name:			
Agency Address:			
Program Name:			

I. EXPENDITURES: Eligible program expenditures must be itemized below. Supporting documentation that verifies expenditures must also be attached (i.e. copies of receipts, payroll records, contracts, paid invoices, etc.)

Date	Description	Amount

Reimbursement Request Total:	
Year-to-Date Request Amount:	

Certification Statement

The above stated agency certifies that the quarterly expenditures claimed in this report represent true and actual expenditures that are legal and allowable, that these expenditures have not been falsified, inflated, or otherwise improperly represented, that these expenditures are for eligible services delivered to eligible participants rendered pursuant to the grant agreement executed between the City of Urbana and the above stated agency, and that the appropriate documentation for these costs has been submitted to the City of Urbana in the manner prescribed by the grantor.

Authorized Signature: _____

Date: _____

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

FY 2026 Income Limits Summary

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family								Download .csv
			1	2	3	4	5	6	7	8	
Champaign-Urbana, IL HUD Metro FMR Area	\$114,300	Very Low (50%) Income Limits (\$)	38,850	44,400	49,950	55,450	59,900	64,350	68,800	73,200	
		Extremely Low Income Limits (\$)*	23,300	26,600	29,950	33,250	38,680	44,360	50,040	55,720	
		Low (80%) Income Limits (\$)	62,100	71,000	79,850	88,700	95,800	102,900	110,000	117,100	

For more details, see: [Income Limits Dataset](#)*Effective 6/1/2026*



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: September 8, 2026, Committee of the Whole
Subject: A Resolution Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement designating Courage Connection as a subrecipient of HOME program funds for Tenant Based Rental Assistance FY27

Summary

Action Requested

At the August 25, 2026, Community Development Commission meeting, the Commission recommended forwarding the resolution to the City Council with a recommendation of approval. Staff also recommend that the Committee of the Whole forward the resolution to City Council with a recommendation of approval.

Brief Background

City Council is being asked to consider a resolution that approves and authorizes a HOME Investment Partnerships Program subrecipient agreement with Courage Connection to provide Tenant Based Rental Assistance (TBRA) using \$14,858 in HOME funds. Courage Connection was provided \$125,000 in funding for TBRA in 2024. The subrecipient agreement expired June 30, 2026. Of that amount, \$18,965.27 was spent over the past two year timeframe. This resolution is for a new agreement, with \$14,858.00 in funding to pay rent for two clients until their leases are up in the next year and a half.

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 this resolution. Funds will come from the Department of Housing and Urban Development's (HUD's) HOME Investment Partnerships allocation.

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 2026-2027 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 HOME funds for TBRA is included in the City's 2025-2029 Consolidated Plan and 2026-2027 Annual Action Plan budgets, as approved by City Council on April 13, 2026.

Discussion

Additional Background Information

The Grants Management Division met with Courage Connection about the agreement and initially contemplated the extension. After reviewing the HOME funding allocation for the City of Urbana, staff concluded that it was appropriate to let the 2024 Agreement expire at the end of the fiscal year (June 30, 2026), and propose the new revised agreement for Fiscal Year 2027. The Consolidated Plan and Action Plan for HUD funding identifies "Housing (development and preservation)" as one of the goals for the next five (5) years. Section 213, known as the Build Now Act, links the amount of HUD funding the City receives to the amount of housing it constructs within a specified timeframe. If the City does not meet these housing requirements, its Community Development Block Grant (CDBG) funding could be reduced by 10%. Because of this, City staff are reevaluating how all HUD funds are used.

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 Courage Connection for TBRA.

Attachments

1. A Resolution Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement designating Courage Connection as a subrecipient of HOME program funds for Tenant Based Rental Assistance FY27
2. Subrecipient Agreement for Tenant Based Rental Assistance Between the City of Urbana and Courage Connection FY27

Originated by:	Chris Kalter, Grants 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 COURAGE CONNECTION AS A SUBRECIPIENT OF HOME
PROGRAM FUNDS FOR TENANT BASED RENTAL ASSISTANCE FY27**

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 \$14,858 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Courage Connection, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and

the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur

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

DeShawn Williams, Mayor

SUBRECIPIENT AGREEMENT

DESIGNATING COURAGE CONNECTION AS A SUBRECIPIENT OF HOME PROGRAM FUNDS FOR TENANT BASED RENTAL ASSISTANCE (TBRA)

THIS SUBRECIPIENT AGREEMENT is entered into and shall be effective as of the 1st day of July, 2026, by and between the City of Urbana, ("URBANA"), and Courage Connection, ("SUBRECIPIENT").

WHEREAS, the URBANA HOME Consortium has been awarded a grant of HOME Investment Partnerships 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 URBANA as the lead agency for the Consortium is the Participating Jurisdiction and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the Participation Jurisdiction is authorized to contract by SUBRECIPIENT 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 Partnerships Act Funds received by the URBANA HOME Consortium ("HOME FUNDS"); and

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

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

1. Definitions

As used in this Agreement:

- a. "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- b. "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.
- c. "HUD": The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.
- d. "HOME Program": The HOME Investment Partnerships Program approved by HUD that

governs this Agreement and may be amended from time to time.

- e. "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 program intake. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- f. "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of URBANA as provided by local and HUD regulations
- g. "Monitoring Agency": The City of Urbana Grants Management is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- h. "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of Urbana is a PARTICIPATING JURISDICTION.
- i. "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.
- j. "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.
- k. "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.
- l. "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

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

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

The TBRA program will provide rental assistance for the following individuals at the monthly rate listed below for the remainder of the term of their lease agreements. No other individuals/families will be allowed to enter the program. If either individual/family leaves the program prior to the end of their lease agreement, the remaining funds will stay with URBANA.

SE

TBRA Rent: \$628.00/month

Lease Date: 12/09/25- 11/30/26

KS

TBRA Rent \$651.00/month

Lease Date: 5/22/26- 12/5/2027

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

SUBRECIPIENT will provide case management services and referrals to mainstream services for TBRA Program Households throughout the program. This includes helping participants to increase their self-sufficiency by means such as assisting clients to earn increased education/credentials, obtaining part-time employment while in school/job training and full-time employment. SUBRECIPIENT will also assist families to obtain childcare as needed and provide on-going support throughout the program, drawing on the broad range of social services in the Champaign-Urbana community.

Payments will be made for actual expenditures (see Section 3 Budget below). SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before SUBRECIPIENT requests funding. When a TBRA Program household signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to URBANA for security deposits and monthly rents.

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

- a. The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- b. 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.
- c. Financial data, reports, and other information furnished to URBANA by SUBRECIPIENT are accurate and complete and fairly present the financial position of Courage Connection.
- d. SUBRECIPIENT shall obtain all necessary governmental permits for the Project. The undertaking of the Project 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.
- e. SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.
- f. SUBRECIPIENT has provided its planned use of Project funding, an itemized budget for the project and a schedule of activities to be performed (Exhibit A). Should Project fall out of compliance with the attached schedule, SUBRECIPIENT shall notify URBANA in writing immediately and Agreement may be amended at the discretion of URBANA.

3. **Budget:**

The SUBRECIPIENT has been awarded \$14,858 in HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include 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. SUBRECIPIENT may not charge fees for administering the program.

SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

4. **Roles and Responsibilities:**

SUBRECIPIENT and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government. Prior to providing HOME TBRA funds to the tenant or landlord, SUBRECIPIENT must have a rental agreement with the tenant that includes:

- a. Amount of Assistance
- b. Term (not to exceed 24 months)
- c. Term of the assistance starts on the first date of the lease term
- d. If participation in a self-sufficiency program is required, the family's failure to continue participation in the program is not a basis for terminating the lease
- e. Notice a determination of rent reasonableness and disapprove if rent is not reasonable
- f. Notice initial and annual inspections will be conducted to ensure compliance with Housing Quality Standards
- g. Provide Lead Based Pamphlet

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. **Duration of the Agreement:**

This Agreement begins on July 1, 2026, and shall expire on December 31, 2027. All expenditures under this Agreement to be incurred and billed within thirty-six (36) months from the date of execution.

At minimum, a formal assessment of progress toward each benchmark will be made on a semi-annual basis, with guidance to correct, as needed. If a benchmark is not met, SUBRECIPIENT will have ninety (90) days to make changes/corrections. If SUBRECIPIENT fails to meet the benchmarks within ninety (90) days, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs. If SUBRECIPIENT is delayed in the completion of the PROGRAM by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to the City of Urbana Community Development Services Department (CD) and request an extension of time for completion of the TBRA Program.

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

6. **General Program Requirements:**

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

URBANA and SUBRECIPIENT are responsible for ensuring that all households assisted under the 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 Project 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
Attn: Manager, Grants Division
400 South Vine Street
Urbana, IL 61801

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

7. **Records and Reports:**

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

- Written agreements must be retained for five (5) years after the agreement terminates.
- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

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

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

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

SUBRECIPIENT will submit quarterly program reports with demographic information on households in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute

a violation of this contract and may result in the withholding of future payments.

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

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

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

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 shall be returned to the URBANA.

9. Termination of Agreement or Suspension of Payment and Enforcement

In accordance with 24 CFR Part 85.43, URBANA may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. URBANA will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving the SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, URBANA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, URBANA may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

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

- a. 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;
- b. submission by SUBRECIPIENT to URBANA of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;
- c. improper use of funds provided under this Agreement;
- d. failure of SUBRECIPIENT to supply URBANA with quarterly or annual reports and the data necessary to the continuing planning process of URBANA;
- e. suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement amendments to URBANA.
- f. violation of the Conflict-of-Interest requirements identified in this Agreement;
- g. failure to comply with the approved project schedule.
- h. when required by HUD.

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

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

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

10. Remedies

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

11. Other Federal Requirements:

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

- a. 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.
- b. 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).
- c. 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.

d. **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.

- a. § 92.356 Conflict of Interest: Recipients must immediately report to URBANA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME-assisted program or in a HOME-assisted property.
 - No officer, employee, agent, consultant, elected official or appointed official of the City of Urbana or its designees or agents, member of the governing body of URBANA or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME assisted project funded under this Agreement.
- b. Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. URBANA will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt, and the environmental review is solely for documentation that the determination has been made.
- c. Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. URBANA assigns to SUBRECIPIENT the responsibilities of 24 CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels. Tenants must receive disclosure notice and protect your family from lead pamphlet before lease signing. Units must be visually inspected annually or at unit turnover for lead hazards. If any deterioration is found during the inspection, hazard reduction work found under 24 CFR 35 Subpart M must be followed. If a child is found with an elevated blood lead level (EBLL) these requirements at 24 CFR 35 Subpart M must also be followed.

- d. 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 based on 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.
- e. 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.
- f. The Urbana HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017, in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- g. Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of his or her 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 Courage Connection, 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 Courage Connection, 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 Courage Connection'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 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.
- m. 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 \$1,000,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of Courage Connection. URBANA may make an examination of Courage Connection's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- Cost Principles and Eligible Costs SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- SUBRECIPIENT shall permit the authorized representatives of URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

12. Miscellaneous Provisions:

- a. **AMENDMENTS.** This Agreement may not be amended without URBANA approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release URBANA or SUBRECIPIENT from its obligations under this Agreement. However, URBANA may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both URBANA and Courage Connection.
- b. **SUBJECT TO FINANCIAL ASSISTANCE.** This Agreement is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- c. **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 URBANA having first been obtained.
- d. **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.

- e. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- f. AGREEMENT DURATION. Unless determined by the URBANA pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

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

CITY OF
URBANA

Courage Connection

By:

By:

DeShawn Willams, City of Urbana Mayor

Katie Harmon, Executive Director

Date

Date

ATTEST:

By:

Darcy E. Sandefur, City of Urbana City Clerk

Courage Connection

Date

Date

EXHIBIT A**Budget**

Courage Connection

Total: _____ \$14,858 _____**Tenant Based Rental Assistance Program**

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



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: September 8, 2026 Committee of the Whole
Subject: Resolution No. 2026-xx-xxx (A Resolution Approving an Intergovernmental Agreement for Animal Control and Impoundment Services)

Summary

Action Requested

The Administration requests that the City Council approve this resolution authorizing the Mayor to enter into a proposed new Intergovernmental Agreement (“IGA”) for Animal Control and Impoundment Services.

Brief Background

Since 2022, the City of Urbana (“City”) has been party to two separate intergovernmental agreements with Champaign County (“County”): One for the provision of animal control services, and one for animal impoundment services. Prior to 2022, animal control services were performed by an animal control officer in the Urbana Police Department, and only animal impoundment services were subject to an IGA with the County.

Last spring, the County notified the City of its intent to terminate the current IGAs as of June 30 and enter into a new IGA for animal control and impoundment services substantially similar to the one proposed here. Similarly, the County has entered into new animal control IGAs with the other municipalities in Champaign County to which it provides such services by agreement, including the City of Champaign. These other new agreements are substantially the same the new IGA proposed here for the City of Urbana, based primarily on a usage-based billing structure instead of a per capita multiplier based on the municipality’s population. The new IGA proposed here for Urbana most closely mirrors the new animal control and impoundment IGA adopted by the City of Champaign in July.

The County has cited a structural fiscal deficit related to the operation of its animal control and impoundment functions as the primary driver for its renegotiation of animal control IGAs with the City of Urbana and the other municipalities of Champaign County.

Relationship to City Services and Priorities

Impact on Core Services

The primary impact of the proposed IGA would be the new billing structure it would impose and the attendant cost increase it would generate for the City of Urbana. Under the existing IGA, the County bills the City for animal control services based on a per capita multiplier. The proposed IGA would shift this billing structure to a service- or usage-based model, meaning the City's costs will be more variable based upon the number and duration of calls for service. Approval of this proposed IGA would ensure there would no disruption in animal control services in the City.

Strategic Goals & Plans N/A

Previous Council Actions

Previous Council actions directly related to animal control services include approving the current IGA in January of 2022 (C.B. 2022-01-002R) and the current IGA for animal impoundment services in May of 2021 (C.B. 2021-05-021R). Prior to that, IGAs with the County for animal impoundment services were approved in 2012 (C.B. 2012-06-042R) and 2015 (C.B. 2015-07-036R).

Discussion

Additional Background Information

The current animal control IGA with the County has been in place since early 2022. This agreement was the first IGA following the elimination of the internal animal control officer position in the Police Department. Previously, the internal position responded to animal control calls for service and performed functions related to the investigation of animal cases and protection of animals. That position coordinated with County Animal Control on animal impoundment services, under the current and predecessor IGAs for animal impoundment services. Since the adoption of the current animal control IGA, the County has performed both animal control services previously performed by the internal animal control officer, as well as animal impoundment services.

Under the current animal control service model, the County bills the City for animal control services using a per-capita rate that increases annually by the applicable rate of inflation (PTELL CPI rate). For FY 2026, the per-capita rate was \$1.75. Based on the City's population of 38,336, this rate yielded an annual cost of \$44,086.40 for animal control services for the fiscal year ending June 30, 2026.

Similarly, under the current animal impoundment service model, the County bills the City for animal impoundment services based on a per capita rate of \$1.15, which increases annually based on inflation (PTELL CPI rate). For FY 2026, the City paid the County \$67,088 for impoundment services. The total paid by the City for animal control and animal impoundment services in FY 2026 was \$111,174.40.

New Billing Structure

The proposed IGA would combine animal control services and animal impoundment services under one agreement. Unlike the per capita billing model, the proposed IGA would structure costs around a usage-based model, with flat fees for services based on the type of service, time, and duration. Under the proposed IGA, service fees would also be adjusted annually by 3% or CPI, whichever is higher, in order to keep pace with inflation. The initial fees for services under the proposed new IGA would be as follows:

Animal Control Services Fees

Animal Control Service	Proposed Cost
First hour (business hours)	\$100
Additional time (business hours)	\$25 per 15 minutes
First hour (outside business hours)	\$200
Additional time (outside business hours)	\$50 per 15 minutes
After-hours call triage	\$25 per 15 minutes

Animal Impound Services Fees

Animal Impoundment	Proposed Cost
Intake (business hours)	\$50
Intake (outside business hours)	\$200
Impoundment	\$15 per day
Disposal	\$75

Standard Business Hours

The proposed IGA would create a new distinction between calls that occur during “standard business hours” and those that do not, imposing higher fees for those occurring outside standard business hours. “Standard business hours” is defined under the proposed agreement as 8:00 AM – 5:00 PM, Monday to Sunday, excluding county holidays. Calls received outside that time frame would incur higher fees, as reflected in the table above.

Fiscal Impact of Proposed IGA

Given the inherent variability in the billing structure under the proposed IGA, it is difficult to project the precise cost impact of these changes. Costs under the proposed model depend on variables like the number of calls for service, the time of the call, its duration, and the nature of the call. However, based on the volume of animal control and intake calls for service in recent years, as well as the County’s underlying intent for renegotiating the IGA, it is clear that the City’s costs would increase measurably over FY 2026. In anticipation of these increases, the City administration included an additional \$20,000 for animal control services in the FY 2027 budget.

While the variability makes cost projections difficult, the IGA does contain measures that will facilitate closer monitoring of animal control services and associated costs - both by City staff and jointly with the County - including monthly billing and monthly reports from the County detailing the number of animal calls, the number of animals impoundments, and the number of boarding days for animals impounded. This will allow for closer management and enable staff to identify patterns or unexpected cost drivers early on and make corresponding administrative or operational changes to attempt to mitigate them. For reference, shown below are the number of animal control calls and animal impoundments for calendar years 2024 and 2025.

<u>Animal Control Calls</u>	
TIME FRAME	VOLUME
2024 (Calendar Year)	791
2025 (Calendar Year)	703

<u>Animal Intake / Impoundment</u>	
TIME FRAME	VOLUME
2024 (Calendar Year)	269
2025 (Calendar Year)	244

Retroactivity

The current IGA was set to expire on June 30, according to the timely notice of termination provided by the County. However, because the parties needed additional time to reach terms on the new IGA, the County agreed to temporarily suspend its termination of the IGA to allow time for negotiation beyond June 30. In exchange, City staff agreed to make the new IGA retroactive to July 1.

Recommendation

The City administration recommends adoption of this resolution authorizing the Mayor to enter into the proposed IGA for animal control services to ensure the continuation of these services.

Next Steps

Following adoption by the City Council and approval by the County Board and administration, the parties will begin implementation of the new IGA. Following execution of the IGA by both the City and County, the City will then reimburse the County for any cost differential between the current billing model and the model imposed by the new IGA from July 1 until the date of execution.

Attachments

Proposed Intergovernmental Agreement for Animal Control and Impoundment Services

Originated by: Matt Roeschley, City Attorney

Approved: Darius White, City Administrator

RESOLUTION NO. _____
 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
 ANIMAL CONTROL SERVICES

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable units of government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County of Champaign (“County”) provides animal control and impoundment services for municipalities within Champaign County, including the City of Urbana (“City”); and

WHEREAS, the County has provided animal control services to the City since 2022, and has long provided animal impoundment services; and

WHEREAS, the County has proposed and subsequently entered into a new Intergovernmental Agreement for animal control services with each of the municipal jurisdictions it serves, citing the need for a more fiscally sustainable service model; and

WHEREAS, the County has provided notice to the City of Urbana of its intent to terminate the existing agreement and enter into a new Intergovernmental Agreement; and

WHEREAS, representatives of the City and County have since reached a tentative agreement on a new Intergovernmental Agreement; and

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

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 authorizes the Mayor to enter into an intergovernmental agreement with Champaign County for animal control services.

Section 2.

The Mayor of the City of Urbana, Illinois, is hereby authorized to execute and deliver the intergovernmental agreement to the City Clerk of the City of Urbana, Illinois, and the City Clerk is hereby authorized to attest to the execution thereof, for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2026.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2026.

DeShawn Williams, Mayor

ANIMAL CONTROL AND IMPOUND SERVICES AGREEMENT

This Agreement is entered into by the County of Champaign (hereinafter “the County”) and the City of Urbana (“hereinafter “Municipality”) for animal control and animal impoundment services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County has formed and supports the Champaign County Animal Control Department to enforce the animal control policies and procedures outlined in the Champaign County Animal Control Ordinance 2024-10 (hereinafter “the Ordinance”);

WHEREAS, the County maintains and operates an Animal Control Services Facility (hereinafter “the Facility”) for the impoundment of animals that are seized by the County pursuant to the Ordinance;

WHEREAS, the Municipality has a need for response to requests for animal control services and animal impoundment services;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter “the Department”)

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

Animal Control Services

1. The County currently furnishes an animal control program for the County and per this agreement will extend that program to include the geographical area of the Municipality. The Department shall provide all materials, training, licensing, insurance, staffing, and oversight the Department deems required for the provision of animal control services. In the event of a change to staffing levels that may impact service delivery, the Department will notify Urbana Police command staff.
2. The Department will respond to requests for animal control services from citizens residing within the Municipality limits per the Department’s policies and procedures and Champaign County Ordinance 2024-10, attached as Exhibit A.
3. Per 510 ILCS 5/5(c), the Municipality’s police officers shall cooperate with the Department in carrying out the provisions of the Animal Control Act, and nothing in this agreement shall prohibit the Municipality’s police from enforcing the municipality’s ordinances. In the event the situation is not secure and municipal

law enforcement are not available, the response to the call will be suspended until a time municipal law enforcement is available to secure the situation and identify suspects. The determination of “secure” will be made by the Department warden responding to the call. In the event a scene cannot be secured for the Department, the Department will follow up with Urbana Police command staff to determine reasoning and establish plans for proceeding with the call when safe. In the event the Department declines to respond to a call due to safety concerns, the Urbana Police Department will respond at the discretion of command staff.

4. For services provided by the Department for the first year of this Agreement, the Municipality agrees to pay the County \$100 for the first hour of all calls during standard business hours for field services, which are 8:00am-5:00pm, Monday – Sunday, excluding holidays or other days County offices are closed. After the first hour and for subsequent follow-up calls within standard business hours established in item 4, costs are measured and charged at a rate of \$25 per quarter hour.

5. For services provided by the Department for the first year of this Agreement, the Municipality agrees to pay the County \$200 for the first hour of all calls outside of the standard business hours established in item 4. After the first hour and for subsequent follow-up calls outside of standard business hours established in item 4, costs are measured and charged at a rate of \$50 per quarter hour. Triaging calls for service outside established business hours are charged at \$25 per quarter hour.

6. Calls for service to the Department outside of standard business hours established in item 4 will be assessed by the Department and only calls presenting an eminent imminent and urgent public safety risk will be responded to outside of established business hours. Otherwise, the request for service will be addressed during the next available business day.

7. The Department will manage, supply, monitor, and maintain all aspects of dog and cat registration and rabies registration for Champaign County and shall collect and retain all registration fees.

Animal Impoundment Services

8. The Department shall provide all materials, training, licensing, insurance, staffing, and oversight the Department deems required for the services necessary for the impoundment, care, basic medical treatment, and transfer of all animals collected by the Department pursuant to this agreement or delivered by the Municipality or citizens residing with the Municipality. In the event of a change

to staffing levels that may impact service delivery, the Department will notify Urbana Police command staff.

9. The Animal Control Director reserves the right to refuse animals for any reason, including but not limited to animals that cannot be housed due to space, safety, or health reasons. The Municipality is responsible for arranging for and paying the cost of outside impoundment.

10. The Department shall provide the necessary access to the Facility for the Municipality to deliver and secure animals outside of standard business hours established in item 4. The Municipality shall notify the Department supervisor as soon as practical of its intent to deliver animals to the Animal Services Facility for impound and follow written procedures for safely securing the animal at the Facility. If a Municipality impounds an animal after business hours, they shall complete the Notice of Impoundment when securing the animal at the Department in its entirety. Failure to do so can result in a fine of \$50.

11. In the event of an emergency situation; including but not limited to the animal has life threatening injuries or illness, the animal is in severe pain due to an injury or illness, or the animal has a contagious illness that needs quarantine measures beyond what the Facility can provide as determined by the Department, the Animal Control Director may authorize emergency medical treatment up to the same cost the Department has authorized emergency vets to administer without prior approval to stabilize the animal or quarantine the contagion and then will consult with the Municipality regarding ongoing treatment. The costs of the emergency medical treatment will be billed to the Municipality in the next applicable billing cycle. If the Municipality chooses to withdraw treatment, the Department will euthanize the animal at the Municipality's expense, or the Municipality will find alternative boarding for a contagious animal or severely injured animal that standard impound procedures and protocols cannot care for. The Department reserves the right to take custody of the animal from the Municipality and provide additional medical treatment at the Department's cost upon release or expiration of holding time.

12. The Department will contact METCAD for current Urbana Police Department command staff to authorize additional medical care or withdraw medical care with the outcome of death or euthanasia for the animal. If command staff are not available within 30 minutes of the Department's call to METCAD, the Department will make the decision regarding additional medical treatment and/or euthanasia to prevent suffering and invoice the Municipality for said medical services in the next billing cycle. In this situation, the Department will attempt to make the most financially reasonable decision.

13. The Department shall release animals to their owners upon (a) payment of all required fines, fees, registrations, or late payments to the Department or (b) written confirmation from the Municipality to bill the Municipality for the required fines, fees, registrations, or late payments upon the next billing cycle. If the Department chooses to waive fines and fees applicable to the County for the owner, that is not a cost incurred by the Municipality. Payments made by the owner are not billed to the Municipality.

14. In the event an animal is the subject of an ongoing court case and the court issues a hold on the animal, the Department shall hold the animal(s) and shall not make it available for redemption, adoption, or euthanasia until the court order is reversed by the court.

15. In the event an "Order of Destruction" is issued by the court, the Department shall humanely euthanize and dispose of the subject animals(s) pursuant to the Order once the Department has a signed copy of the Order. Until the order is received, the animal will continue to incur boarding costs charged to the Municipality. The Municipality shall be responsible for collecting their own fees and fines from the defendant, and remittance of this payment is not relevant to the destruction of the animal.

16. Animals delivered to the Animal Services Facility shall become the property of the County after one of the following events occurs:

a. After the expiration of any applicable redemption period:

- i. 5 business days for animals without identification
- ii. 7 business days for animals with identification
- iii. 10 days for animals held on bite quarantine

b. Upon execution of an owner relinquishment form by the animal's owner.

c. After receipt of a court order authorizing the County to take ownership of the animal.

17. The Department is thereafter authorized to sell, adopt, convey, euthanize, or otherwise dispose of the animal in the manner it deems appropriate. The Department accepts sole responsibility for discretionary decisions. Any stray animal held past the holding period shall be at the cost of the County.

18. The Department is authorized to collect fees from the impounded animal owner in amount(s) as authorized by the Champaign County Board. Fees are listed on the Department website. If the Municipality wishes to return the animal to the owner without all fees paid, they must provide notice to the Department in

writing, and the remaining fees will be charged to the Municipality by the Department in the next applicable billing cycle.

19. The Municipality shall pay an initial rate per animal and an additional \$15 per day or any part of a day of impoundment, whether by surrender by a Municipality resident, impoundment by a Municipality agent, or impoundment by a Department agent.

20. Animals that are impounded when Department staff are on duty will be at a cost of \$50 per animal. Department staff are on duty 8:00am-5:00pm, Monday – Sunday, excluding holidays or other days County offices are closed. Animals impounded when a Department employee is not on duty will be at a cost of \$200 per animal. Animals impounded by a warden in response to a call outside the hours listed above will be at the cost of \$50 per animal.

21. All animals from the Municipality will have a disposal cost of \$75 per animal that will be charged to the Municipality in the monthly invoice.

General Contract Content

22. For the purposes of this Agreement, all definitions are as described in the Ordinance.

23. The Department will create and maintain all record-keeping forms required by the Department. The Department will provide to the Municipality all report and notice to appear tickets no later than 72 hours following the conclusion of the investigation.

24. All fees, fines, penalties, or late fees collected for enforcement and prosecution of the Ordinance will be retained by the Department. All fees, fines, penalties, or late fees for enforcement and prosecution of the Municipal Code imposed by the Municipality will be collected and retained by the Municipality.

25. The Department shall invoice the Municipality on the first of each month, to be paid by the 30th of the following month. Calls for service and boarding will be billed after the case has been closed and/or the animal has left the Facility. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within ninety (90) days of receipt of the County's invoice.

26. The Municipality will provide the Department one email address that is not tied to a specific Municipal employee for all invoice communication. It is the Municipality's responsibility to check for the monthly invoice and pay it within the required timeline.

27. All fees and costs (Service Fee) outlined in this contract by the Department shall be adjusted for inflation annually on January 1 (Adjustment Date). Increases to the Service Fees will be noticed to the Municipality within thirty (30) days of them taking effect. Service Fees will be increased annually by 3% or Consumer Price Index (CPI), Urban Consumers – US City Average, whichever is higher.

If CPI is used to increase the service price, on January 1 for every year the contract is in effect, Service Fees shall be adjusted upward and calculated as to the amount for each such yearly period. The adjustment by the cost of living as provided herein according to the Consumer Price Index (all items) for all Urban Consumers – US City Average. The base for computing the adjustments is the Consumer Price Index (all items) for Urban Consumers US City Average published by the United States Department of Labor, Bureau of Labor Statistics (Index), which is published for the month nearest the Adjustment Date (Beginning Index). If the Index published nearest an Adjusted Date (Extension Index) has increased over the Beginning index, the Service Fee until the next Adjustment Date shall be set by multiplying the Term Service Fee by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

If the Index is changed so that the base year differs from that used as of the month immediately preceding the Adjustment Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

28. The Department agrees to provide monthly reports to the Municipality breaking down the number of calls responded to, number of animals impounded, and number of boarding days for impound animals. The Department will collaborate with the Municipality to develop an annual year-end report summarizing services and costs to the ability of the current software.

29. This agreement shall become effective on the date that the last party to this agreement signs it and shall be considered applicable to the subject matter herein retroactive to July 1, 2026, supplanting and terminating all prior agreements applicable to the administration, management, and operation of animal control and/or impoundment services as well as all prior agreements, verbal or written, regarding the animal control and/or impoundment services between the County and the Municipality.

30. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty (30) days prior to the annual renewal date, which shall occur on the last day signed by a party year after year; or ninety (90) days prior to termination it to become effective.

31. This Agreement may be amended only by a written document signed by both parties. This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. Any written notice that is required between the parties shall be sent through first class mail, for the County to the Office of the County Executive and for the Municipality, to the Office of the City Clerk.

32. To the fullest extent allowed by law, the Municipality and the County agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

33. At all times during the term of this Agreement, the County shall maintain, at its sole expense, all required and necessary insurance coverages for the County, the Department, its employees, officers, and independent contractors.

34. The Parties agree to work cooperatively for long term solutions to systemic and repetitive animal control problems in the Municipality's jurisdiction. Both Parties agree this effort may require additional resources and efforts than outlined in the current contract and will put forward good faith efforts to provide those resources and work collaboratively on animal control solutions and initiatives.

35. Nothing in this Agreement shall prohibit the Municipality from prosecuting violations of their Municipality Code occurring within their jurisdiction.

36. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF URBANA
An Illinois Municipal Corporation

By: _____

By:

County Executive

Mayor

Date: _____

Date:

ATTEST: _____

ATTEST: