

RESOLUTION NO. T-2022-04-010R:

A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND THE BOARD OF EDUCATION OF URBANA SCHOOL DISTRICT NO. 116

WHEREAS, the Cunningham Township Supervisor's Office (CTSO) and Urbana School District No. 116 (USD116) entered into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 22/1 et seq., on February 16, 2021, for the purposes of cooperating and collaborating to assist homeless families with the Urbana School District boundaries; and

WHEREAS, that partnership has been successful in ensuring that all known literally homeless families, as defined by HUD's definition, in Urbana have had access to safe housing in CTSO's Bridge to Home Program, with a 90% success rate for participating families moving into more stable housing; and

WHEREAS, there are many Urbana families each year who are homeless as defined by McKinney Vento Act meaning individuals who lack a fixed, regular, and adequate nighttime residence such as those who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; and

WHEREAS, according to the 2019 American Community Survey, 67% of Urbana renters are rent burdened, paying more than one third of their income on rent, and there are many Urbana families who are facing housing insecurity as they are behind on rental or utility payments or lack adequate income to pay for their basic needs; and

WHEREAS, USD116 has received a grant of American Rescue Plan Grant from the Illinois State Board of Education to support Urbana families experiencing homelessness; and

WHEREAS, the parties seek to expand the February 16, 2021 agreement through this Addendum in order to provide additional services to families in the Urbana School District boundaries through the placement of a CTSO Housing and Homeless Case Manager in the Schools to connect them to all available resources; and

WHEREAS, USD116 has agreed to contract with CTSO to provide these services at the sum of \$54,300.00 from April 25, 2022 to June 30, 2023.

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached Addendum to the Intergovernmental Agreement Between Cunningham Township Supervisor's Office and Board of Education of Urbana School District No. 116 and execute the program based on the terms of this agreement.

Approved this April 11, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Phyllis Clark, Town Clerk

Diane Wolfe Marlin, Chair

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND
BOARD OF EDUCATION OF URBANA SCHOOL DISTRICT NO. 116

This Addendum to Intergovernmental Agreement between the Cunningham Township Supervisor's Office (CTSO) and Board of Education of Urbana School District No. 116 (School District), entered this 19th day of April, 2022.

WHEREAS, the CTSO and School District entered into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 22/1 *et seq.*, on February 16, 2021, for the purposes of cooperating and collaborating to assist in making adequate housing available to homeless families with the Urbana School District boundaries; and

WHEREAS, the parties seek to expand the agreement through this Addendum in order to provide additional services to families in the Urbana School District boundaries through the placement of a Housing and Homeless Case Manager in the Schools.

NOW, THEREFORE, the School District and CTSO agree:

1. The CTSO will assign a full time Housing and Homeless Case Manager – to assist families within the School District who are facing homelessness or housing insecurity to connect them to available resources – for the purposes of implementing the Intergovernmental Agreement, commencing May 1st. The Housing and Homeless Case Manager will serve at least half (.5) time on-site within the schools, when there are activities, and the remainder at CTSO. Unless otherwise agreed to, this position will follow the CTSO holiday and daily schedule of 8:30-12 and 1-4:30 with flex time to participate in key afterhours engagement opportunities. This position will access paid time off as per CTSO policy which is currently 15 holidays and 1 sick and 1 vacation day earned per month plus two personal days per year.
2. CTSO will be the sole employer of the Housing and Homeless Case Manager, and the School District will reimburse CTSO in the amount of Fifty-Four Thousand Three Hundred and no/100 Dollars (\$54,300.00) of the Housing and Homeless Case Manager's salary and benefits. The School District will reimburse CTSO in a single lump sum within thirty (30) days of receipt of an invoice from CTSO for payment. The Case Manager will be Supervised by Cunningham Township and in no event shall the Housing and Homeless Case Manager be considered a shared or borrowed employee of the School District.
3. CTSO agrees that they will provide insurance coverage as follows:
 - a. Worker's Compensation Insurance / Occupational Disease Coverage
 - i. CTSO shall furnish to the School District satisfactory proof that it has taken out for the period covered by this Addendum full Worker's Compensation Insurance as required by Illinois law for the person(s) assigned as the Housing and Homeless Case Manager.
 - ii. CTSO shall provide the School District a certificate that CTSO is covered with Worker's Compensation Insurance, which shall include, but not be limited to,

the policy number, the effective date, and the expiration date. A waiver of subrogation is required.

b. General Liability

i. CTSO shall purchase and maintain liability insurance covering all operations and conduct by or on behalf of CTSO or the Housing and Homeless Case Manager, on an occurrence basis, against:

1. Claims for damages because of injury, sickness or disease, or death of any person other than CTSO employees;
2. Claims for damages insured by reasonably available personal injury liability insurance coverage.

ii. Each of said policies shall provide coverage of the following minimum amounts:

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| 1. Bodily Injury and Property Damage | \$1,000,000 occurrence |
| | \$2,000,000 aggregate |
| 2. Umbrella | \$3,000,000 occurrence |
| | \$3,000,000 aggregate |

c. Additional insureds: CTSO's general liability policy shall include and list as additional insureds the School District, and include coverage for the respective officers, directors, board members, employees, agents, consultants, and sub consultants of the School District; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby on a non-contributory basis.

4. CTSO shall provide the Case Manager with computer, IT, phone, office supplies, and other support.
5. The School District shall provide the Case Manager with space, as available, to operate within the schools.
6. The parties agree that placement of the Housing and Homeless Case Manager in a School District building will require a background check pursuant to 105 ILCS 5/10-21.9 of The School Code. The School District shall be responsible for arranging and implementing the background check and, in the School District's sole discretion, shall make the determination of whether the proposed Housing and Homeless Case Manager satisfies the criteria to be assigned in a School District building in accordance with Section 21.9. An available building space will be provided for the Case Manager at each site.
7. In the event CTSO is unable to provide a Housing and Homeless Case Manager for placement in the School District building, or in the event the Housing and Homeless Case Manager is removed from the assignment or resigns from the assignment, CTSO shall reimburse USD the payment on a prorated basis, based on the number of days during which a Housing and Homeless Case Manager is not provided.
8. The parties agree that in the event the School District wishes to remove the Housing and Homeless Case Manager from the assignment to the School District, the parties will meet and

confer promptly to discuss the reasons for removal. The School District shall make the final determination, but said determination shall not be arbitrary or capricious.

9. This Addendum shall be effective April 25, 2022. This Addendum shall preempt Paragraph 7 of the Intergovernmental Agreement entered between the parties on February 17, 2021, but Addendum shall not affect any other terms of the Intergovernmental Agreement entered between the parties on February 17, 2021.
10. This Agreement shall expire on June 30, 2023.
11. In the case of disagreement, the parties shall come together to resolve the issues and if disagreement continues, either party may terminate the agreement with 30 days notice.