



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: March 31, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission Households Impacted by Gun Violence TBRA 2022)**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission Households Impacted by Gun Violence TBRA Management FY 2022)

Description

Included on the agenda of the April 4, 2022 Urbana City Council meeting are two resolutions. One approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnerships Program as well as a CDBG Subrecipient agreement.

The Urbana HOME Consortium proposed agreement would allocate \$120,000 from FY 2018 prior year project funds, from the allocation of HOME funds to assist Champaign County Regional Planning Commission (CCRPC) to fund a tenant-based rental assistance (TBRA) program for qualified low-income households who are victims of gun violence. The participants in this TBRA program will be offered case management. The proposed CDBG agreement would allocate \$85,000 from FY 2018 prior year project funds to administer the program.

Background and Discussion

An estimated twelve (12) households are expected to benefit from TBRA through the proposed program, based on performance from previous funding agreements. Determining the actual number of beneficiaries is difficult due to differences in family size and monthly rents. CCRPC is currently maintaining a HOME-funded TBRA program with fifteen clients. This new program will require the addition of a case manager and housing vouchers.

Rental assistance would be provided by CCRPC to each eligible tenant for a period of time not to exceed two (2) years. The proposed subrecipient agreement requires that all funds must be expended by June 30, 2024.

Champaign County will provide the required 25% match through excess match contributions available through the HOME Consortium through the term of the agreement. Champaign County

has experienced no difficulty with regards to expending HOME funds in a timely manner in each of their prior funding agreements.

Options

1. Forward the Resolutions to City Council to the consent agenda with a recommendation of approval and authorizing the execution of an Urbana HOME Consortium and CDBG subrecipient agreement with Champaign County Regional Planning Commission TBRA FY 2022.
2. Forward the Resolutions to City Council with recommendation of approval with suggested changes.
3. Do not approve the Resolutions.

Fiscal Impacts

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is incorporated into the FY 2021-2022 Annual Action Plan as amended. The proposed contracts and expenditure of the funds for these agreements will assist in committing funding in a timely manner.

Programmatic Impacts

The proposed TBRA project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024. The proposed agreements will utilize funding programmed for HOME and CDBG eligible projects. Committing these program funds will help to secure future federal funding by meeting commitment obligations and improving overall program performance.

Recommendations

Staff and the Community Development Commission recommend that the Urbana City Council approve the attached Resolutions.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

**(Champaign County Regional Planning Commission
Households Impacted by Gun Violence TBRA 2022)**

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

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

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

Section 1. That an Agreement providing \$120,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Planning Commission, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(CCRPC Households Impacted by Gun Violence TBRA FY 2022/2024)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the “**AGREEMENT**”, is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, (hereinafter “**CCRPC**”).

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and Champaign County; and

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

WHEREAS, CCRPC has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households impacted by gun violence (hereinafter the “**TBRA HGV PROGRAM**”); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the median family income; and

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

WHEREAS, the GRANTOR has determined that the TBRA HGV PROGRAM is eligible for funding under the HOME Program; and

WHEREAS, the GRANTOR has determined that the required private matching funding to cover the cost of the TBRA HGV PROGRAM is available through excess match; and

WHEREAS, CCRPC has been fully informed regarding all requirements or obligations that must be met by CCRPC in order to utilize HOME Program funds for the TBRA HGV PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, CCRPC, having been fully informed regarding the requirements of the HOME Program, is committed to starting the TBRA HGV PROGRAM with the assistance of HOME Program funds on or before May 1, 2022 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

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

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTOR agrees to provide CCRPC an amount not to exceed **\$120,000** from its Federal Fiscal Year FY 2018 HOME Program funding carryover to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the TBRA HGV PROGRAM. CCRPC shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA HGV PROGRAM in the manner described below:

- (a) CCRPC shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA HGV PROGRAM to the lease termination for each client.
- (b) CCRPC shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA HGV PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) CCRPC shall incorporate the sample documents for the TBRA HGV PROGRAM as described in the "Program Manual" attached hereto and by reference made a part hereof.

Section 2: Affordability

CCRPC shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CCRPC shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CCRPC is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the TBRA HGV PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

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

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$120,000** for eligible costs as described in 24 CFR 92.209. 9

The GRANTOR and CCRPC agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance, security deposit payments, case management and inspection costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

CCRPC agrees to adhere to the tenant selection policies outlined in the “Program Manual” in “Attachment 1”. All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

List of Documents

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

Attachment 1 – Program Manual

Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”

Section 4: Housing Unit Standards

CCRPC agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the “Program Manual” and must also be reinspected on an annual basis.

Section 5: Other TBRA HGV PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

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

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

2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Conflict of Interest

CCRPC guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. CCRPC agrees that no members of the governing body of the locality in which CCRPC is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S.

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

C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the

tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

D. Termination of tenancy

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to CCRPC and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

E. Air and Water

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

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

Section 6: Records and Reports

A. Records

CCRPC authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCRPC will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2028). Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbusement of expenses. CCRPC shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by

CCRPC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

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

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

B. Reports

CCRPC agrees to submit to the GRANTOR the reports as described in this section. CCRPC will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2028). Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, and documentation of household income eligibility.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to CCRPC of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct CCRPC to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct CCRPC to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;

- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CCRPC to reimburse the GRANTOR's HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

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

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

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

Section 8: Request for Disbursement of Funds

CCRPC shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA HGV PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to CCRPC within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "CCRPC, Inc." All monies granted to CCRPC pursuant to this AGREEMENT shall be expended by **June 30, 2024**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2024; or five years after project completion when all files may be destroyed in accordance with State and Federal law.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA HGV PROGRAM in excess

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

ARTICLE III: CERTIFICATIONS

CCRPC represents the following with respect to this AGREEMENT.

- A. CCRPC possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA HGV PROGRAM as described herein.
- B. The governing body of CCRPC has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of CCRPC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCRPC, its successors and assigns, agrees to develop and operate the TBRA HGV PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. CCRPC agrees to give maximum feasible priority to very low-income persons when administering the TBRA HGV PROGRAM described herein.
- E. CHAMPAIGN COUNTY may contribute to or utilize excess match accumulated by Consortium members. Any new CHAMPAIGN COUNTY match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.
- F. CCRPC shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the TBRA HGV PROGRAM. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. CCRPC shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.
- G. CCRPC shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CCRPC receives federal financial assistance.
- H. CCRPC shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCRPC, to any person for influencing or attempting to influence an officer or employee of any agency

including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CCRPC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

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

ARTICLE IV: NOTICES

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTOR: Sheila Dodd, Manager
Grants Management Division
400 South Vine Street
Urbana, Illinois 61801

TO: Dalitso Sulamoyo, Chief Executive Officer
CCRPC
1776 E. Washington St.
Urbana, IL 61802

ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the TBRA HGV PROGRAM as described herein, is contingent upon the signing of GRANTOR and CCRPC.

ARTICLE VI: ASSIGNMENT

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

ARTICLE VII: MODIFICATION

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

ARTICLE VIII: EXECUTION OF AGREEMENT

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

ARTICLE IX: PROJECT PUBLICITY

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

ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by CCRPC under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the CCRPC'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CCRPC to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CCRPC'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

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

ARTICLE XI: INDEMNIFICATION

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

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

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

ARTICLE XII: SIGNATURE OF AGREEMENT

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

GRANTOR:

CCRPC:

Diane Wolf Marlin, Mayor

Dalitso Sulamoyo, Chief Executive Officer

Phyllis Clark, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dalitso Sulamoyo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of CCRPC, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

Notary Public

RESOLUTION NO. _____

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

**(Champaign County Regional Planning Commission Households Impacted by Gun
Violence TBRA Management FY 2022)**

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

WHEREAS, on April 26, 2021, the Urbana City Council passed Resolution No. 2021-04-019R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2021-2022 authorizing certain activities under the Housing Activities Programs; and

WHEREAS, the Champaign County Regional Planning Commission has requested Eighty Five Thousand and 00/100 dollars (\$85,000.00) in Community Development Block Grant funds to provide case management and housing counseling for the tenant based rental assistance program for households impacted by gun violence.

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

Section 1. That an Agreement providing Eighty Five Thousand and 00/100 dollars (\$85,000.00) in Community Development Block Grant funds to Champaign County Regional Planning Commission Senior Repair Program to provide case management and housing counseling for the tenant based rental assistance program for households impacted

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

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

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

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

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Champaign County Regional Planning Commission, an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning May 1, 2022 and ending June 30, 2023, pursuant to the CDBG Program; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2021 and ending June 30, 2022 which allocates a CDBG budget and as amended authorizes establishment of housing counseling for rental clients which includes intake, financial and housing affordability analysis and case management services; and

Whereas, Subgrantee desires to act as the non-profit agency to administer the funds which are to be provided for a project identified as administration of TBRA program for Victims of Gun Violence Program (Subgrantee Project No. 21-CDBG-02), and

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

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

NOW, THEREFORE, the parties hereby agree as follows:

Agreement # 21-CDBG-02

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge prior year FY 2018 CDBG program funds to assist with administering a TBRA program for victims of gun violence.
3. The City agrees to grant to the Subgrantee the sum of **Eighty Five Thousand and 00/100 Dollars (\$85,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 21-CDBG-02 (hereinafter the "Project").
4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project.
5. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
6. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee, and where such modification complies with the CDBG program requirements.
7. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
8. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
9. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
10. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.

11. The Subgrantee represents to the City that the Project shall begin on May 1, 2021 and shall terminate on June 30, 2022, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
13. The Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
14. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any Project under the provision of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
16. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
17. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that

Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.

18. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the case management services referred to herein, subject to guidelines of CDBG Housing Counseling for rental clients which includes intake, financial and housing affordability analysis and case management services, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
19. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
20. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;

- D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
21. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

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

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

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

22. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the essential services in

the minimum amounts and for the minimum time period in accordance with the requirements of housing counseling services as defined by HUD, noncompliance with the Act or Attachment A provisions, failure to return the executed Subrecipient Agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

23. In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:
 - A. Direct the Subrecipient to submit progress schedules for completing approved activities;
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - E. Reduce or recapture the grant authorized herein;
 - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
 - G. Other appropriate action including, but not limited to, any remedial action legally available.
24. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment D hereto and made a part hereof.
25. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Sheila E Dodd, Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Lisa Benson
Champaign County Regional Planning Commission
1776 E Washington
Urbana, Illinois 61801

26. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effective as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
 - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
 - C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.
27. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.
28. This Agreement shall be effective as of the date executed by the City.

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

The Subgrantee further agrees to the following:

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

Name (Please Print): _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT B
ASSURANCES**

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

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

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

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

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

 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

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

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

- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension requirements. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

7. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

Agreement # 21-CDBG-02

These assurances are signed with regard to Subgrantee Project No. 21-CDBG-02 of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 21-CDBG-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this Project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 21-CDBG-01.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period May 1, 2022 – June 30, 2024.

SCOPE OF SERVICE

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

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

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

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

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$48,400</u>	5	<u>\$74,650</u>
2	<u>\$55,300</u>	6	<u>\$80,200</u>
3	<u>\$62,200</u>	7	<u>\$85,700</u>
4	<u>\$69,100</u>	8	<u>\$91,250</u>

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: Expect to serve 12 persons per year
 - B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$85,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

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

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requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

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

Name of Subgrantee: Champaign County Regional Planning Commission

Address: 1776 E Washington, Urbana, IL 61801

Signed by: _____

Title: _____

Date: _____

Attachment D
Progress Report

Date: ____ / ____ / ____

Name of Agency: _____

Program Funded: _____

Grant Amount: \$ _____

Report Dates: ____ / ____ / ____ - ____ / ____ / ____

Return to:

Breaden Belcher
City of Urbana
400 S. Vine Street
Urbana, IL 61801
Email: bjbelcher@urbanaininois.us

EXPENDITURES: Please itemize expenditures under the terms of our agreement **AND attach documentation verifying those expenditures (copies of receipts, payroll records, contracts, paid invoices, etc.)**

Date	Payee/Vendor	Amount	Description

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

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

Gender	Male	Female	Other
Total Served			
Total Served From Urbana			

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

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

Narrative describing the impact of the program and its participants:

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TBRA-HGV Case Manager Support

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

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

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

Agreement # 21-CDBG-02

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