



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 Members

FROM: Lorrie Pearson, AICP, Community Development Services Director
Sheila Dodd, Manager, Grants Management Division

DATE: September 10, 2020

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission TBRA FY 2020-2021)

Description

The Grants Management Division seeks approval of a Resolution approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnerships Program.

The proposed agreement would allocate \$175,000 from reallocated project funds, the City of Urbana, and City of Champaign 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 renters. The participants in this TBRA program may also be offered case management.

Background and Discussion

At its August 25, 2020, regular meeting (unapproved minutes attached), the Community Development Commission discussed the agreement and recommended staff forward to City Council for review of a Resolution approving the agreement with CCRPC.

An estimated twenty (20) 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 ten clients, and currently has the staff to manage additional clients as well.

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, 2023.

Champaign County will provide the required 25% match through excess match contributions available through the HOME Consortium through the three-year 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. Approve the Resolution approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission TBRA FY 2020-2021.
2. Approve the Resolution concerning the agreement, with suggested changes.
3. Do not approve the Resolution.

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 already incorporated into the FY 2019-2020 and FY 2020-2021 Annual Action Plans as amended. The proposed contract and expenditure of the funds for this agreement will assist in committing the Urbana HOME Consortium's 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 agreement will utilize funding originally programmed for TBRA along with funding allocated to other projects such as Whole House Rehabilitation Projects within the City of Urbana and down payment assistance programs through Navicor. Navicor is a nonprofit HUD approved housing and credit counseling agency that administered the program. The Full Home Improvement Projects were not committed due to program limits and staffing turnover. The program requires the homes be brought up to code with a \$25,000 limit. This limit makes it difficult to address lead-based paint and code requirements. If a home is built before 1978, HUD requires lead-based paint to be addressed either through removal or covering up the hazard. HOME funding also requires the house be brought up to code. These two items are difficult to address with the limit set by HUD. The down payment assistance program was not utilized by local banks and Navicor. Two banks utilized the program but found the required federal regulations made the program difficult to use. The Urbana HOME Consortium agreed to pool funds into a TBRA program to meet community needs. Committing these carryover funds will help to secure future HOME funding in maintaining the Urbana HOME Consortium's commitment obligations and improving overall program performance.

Recommendations

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

Attachments:

An Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission TBRA FY 2020-2021)

RESOLUTION NO. 2020-09-039R

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

(Champaign County Regional Plan Commission TBRA FY 2020-2021)

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 \$175,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Plan Commission, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(CCRPC TBRA FY 2020-2021)

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 unincorporated 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 (hereinafter the “**TBRA 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 PROGRAM within the Cities of Champaign and Urbana and the unincorporated area of Champaign County; and

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

WHEREAS, the GRANTOR has determined that CCRPC has the ability to provide the required private matching funding to cover the cost of the TBRA PROGRAM; 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 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 PROGRAM with the assistance of HOME Program funds on or before September 15, 2020 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 **\$175,000** from its Federal Fiscal Year FY 2019-2020 and FY 2020-2021 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 PROGRAM. CCRPC shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA 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 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 PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) CCRPC shall incorporate the sample documents for the TBRA 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 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 **\$175,000** 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 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 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-imbursement 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 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, 2023**. 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, 2023; 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 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 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 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 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 PROGRAM. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. 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 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 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.

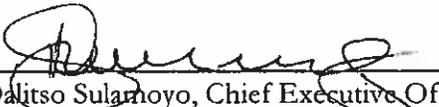
ARTICLE XII: SIGNATURE OF AGREEMENT

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 2nd day of September, 2020.

 Pamela K Schroeder
Notary Public