



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor, City of Urbana

FROM: Elizabeth H. Tyler, ^{CAJ} FAICP, Community Development Services Director

DATE: February 6, 2014

SUBJECT: **Emergency Solutions Grant (ESG) Program 2013 - Resolutions Approving Subrecipient Agreements (FY 2013-2014):**
Community Elements
Crisis Nursery
Greater Community AIDS Project
The Center for Women in Transition
The Salvation Army

Description

Included on the agenda of the February 10, 2014 meeting of the Urbana Committee of the Whole are subrecipient agreements for the 2013 Emergency Solutions Grant (ESG). The proposed agreements are with agencies that participate in the Emergency Solutions Grant program, which are Community Elements, Crisis Nursery, Greater Community AIDS Project, The Center for Women in Transition, and The Salvation Army.

Issues

The issue is whether the Committee of the Whole should approve the Resolutions Approving the Subrecipient Agreements for FY 2013-2014 with Community Elements, Crisis Nursery, Greater Community AIDS Project, The Center for Women in Transition, and The Salvation Army.

Background

Through the Champaign County Continuum of Care (CoC), local shelters have been able to receive funds for eligible ESG activities. The CoC completes the application for funding which includes all agencies that will be receiving funds under the grant. In past years each of the five agencies received their grant directly from DCEO. For the 2013 ESG grant funds, DCEO set a \$25,000 minimum for any ESG grant. Since many of the agencies were recommended to receive 2013 ESG grant amounts in amounts less than \$25,000, the City of Urbana was selected by the CoC to administer the funds and be the sole grant recipient for the portion of the ESG funds distributed to the shelters.

The objective of the Emergency Solutions Grants (ESG), formerly known as the Emergency Shelter Grants program, is to increase the number and quality of emergency shelters and

transitional housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness. The five agencies that will receive funds through this program provide essential services, such as case management, child care, education, employment assistance and job training, outpatient health services, legal aid, transportation, substance abuse treatment, and services for special populations. The agencies also receive program funds for operational costs. The City of Urbana will receive funds for the administration of the program.

On April 30, 2013, the City of Urbana (City) submitted an application, through the Urbana-Champaign Continuum of Care, for 2013 ESG program grant funds to provide operating and essential services to five (5) local shelters within the CoC.

On October 7, 2013, the City received notice from DCEO that the application for the Emergency Solutions Grant program was approved for \$70,618. On January 21, 2014, the City executed the Emergency Solutions Grants program agreement with DCEO that governs expenditure of ESG funds received by the City and the participating agencies. The City is then required by DCEO to execute agreements with each of the subrecipient agencies, which detail amounts of funding and eligible uses of the funds.

During its January 28, 2014 regular meeting, the Urbana Community Development Commission forwarded the attached Resolutions with a unanimous recommendation for approval.

Options

The Community Development Commission can:

1. Forward the Resolutions approving the agreements with Community Elements, Crisis Nursery, Greater Community AIDS project, The Center for Women in Transition and The Salvation Army to the Urbana City Council with a recommendation for approval.
2. Forward the Resolutions approving the agreements, with suggested changes, to Urbana City Council with a recommendation for approval.
3. Do not make a recommendation to Urbana City Council for approval of the agreements.

Fiscal Impacts

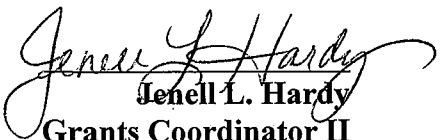
There will be no fiscal impact on the City General Fund, as the \$70,618 in funding for this program comes from DCEO. The grant began on October 1, 2013, and the total amount of funding is as follows:

Community Elements – TIMES	\$18,614.00
Crisis Nursery	\$ 5,425.92
Greater Community AIDS Project	\$ 4,421.12
The Center for Women in Transition	\$30,505.00
The Salvation Army	\$10,248.96
City of Urbana	\$ 1,403.00
<hr/>	
Total amount of grant:	\$70,618.00

Recommendations

Staff and the Community Development Commission unanimously recommend approval of the proposed Resolutions.

Memorandum Prepared By:


Jenell L. Hardy
Grants Coordinator II
Grants Management Division

Attachments:

1. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS
2. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS (FY 2013-2014)
3. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY
4. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY (FY 2013-2014)
5. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND GREATER COMMUNITY AIDS PROJECT
6. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND GREATER COMMUNITY AIDS PROJECT (FY 2013-2014)
7. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE CENTER FOR WOMEN IN TRANSITION
8. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE CENTER FOR WOMEN IN TRANSITION. (FY 2013-2014)

9. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY
10. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY (FY 2013-2014)
11. *Unapproved Minutes from the January 28, 2014 regular meeting of the Urbana Community Development Commission.*

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH COMMUNITY ELEMENTS**

(FY 2013-2014)

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014, the City executed an ESG Grant Agreement (Grant No. 13-272015) with DCEO to govern expenditure of ESG funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective emergency shelter programs with ESG funds and in accordance with ESG regulations; and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$18,614.00 in Emergency Solutions Grants funds to Community Elements - TIMES Center, so as to continue their respective emergency shelter program for homeless individuals and families, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH COMMUNITY ELEMENTS**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
Award #	E13-DC-17-0001
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Community Elements – TIMES Center (hereinafter the "Subrecipient") for Emergency Solutions Grants No. 13-272015.

WITNESSETH:

WHEREAS, subject to the execution of this Subrecipient Agreement by both parties, the Subrecipient is hereby authorized to incur cost against this Agreement from the beginning date of October 1, 2013 through the ending date of December 31, 2014; and

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014 the City executed an ESG Grant Agreement with DCEO to govern expenditure of ESG funds by the City and the Participating Organizations; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

- A. The term "Grant Agreement" means the agreement between the City and DCEO executed by the City on January 21, 2014, in connection with the ESG Grant No. 13-272015
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, April 30, 2013, on the basis of which a ESG grant was approved by DCEO, including the certifications and assurances and any information or documentation required to meet any ESG award conditions.

D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH).

E. The term "State" means the State of Illinois.

F. The term "matching funds" means the required amount of matching contributions for the provision of essential services, and the difference between the total operating costs and the amount of the ESG operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which was published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and made a part hereof. The Application is incorporated herein as part of this Subrecipient Agreement; however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to **\$18,614.00** in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	0.00
Essential Services:	\$ 18,614.00
Operations Match:	0.00
<u>Essential Services Match:</u>	<u>\$ 18,614.00</u>
Total Committed Funds	\$ 37,228.00

Section 5. Matching Funds. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the Subrecipient agrees to provide matching contributions to supplement the subrecipients ESG program, in an amount that equals the amount of ESG funds provided by DCEO in any combination of activities. Documentation of match is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds for is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for this grant.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs) rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Section 7. Payouts. The Subrecipient understands and agrees that a request for disbursement of ESG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project that have been expended. Subrecipient understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said ESG funds, and should the funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. The Subrecipient must:

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY: Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT: Sheila Ferguson, Chief Executive Officer
Community Elements
1801 Fox Drive
Champaign, Illinois 61820

Section 9. Default. 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 or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. 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 promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- 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.

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.

Section 10. Certification by Subrecipient. The Subrecipient agrees to the following State of Illinois required certifications as outlined in the Grant Agreement, provided in Attachment B. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipients services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Subrecipient without prior written approval of the City. For the City to request DCEO to approve the use of any subcontract or subgrant, the Subrecipient must employ an open, impartial and reasonably competitive selection process.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

COMMUNITY ELEMENTS (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH CRISIS NURSERY**

(FY 2013-2014)

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014, the City executed an ESG Grant Agreement (Grant No. 13-272015) with DCEO to govern expenditure of ESG funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective emergency shelter programs with ESG funds and in accordance with ESG regulations; and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$5,425.92 in Emergency Solutions Grants funds to Crisis Nursery, so as to continue their respective emergency shelter program for homeless individuals and families; in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH CRISIS NURSERY**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
Award #	E13-DC-17-0001
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Crisis Nursery (hereinafter the "Subrecipient") for Emergency Solutions Grants No. 13-272015.

WITNESSETH:

WHEREAS, subject to the execution of this Subrecipient Agreement by both parties, the Subrecipient is hereby authorized to incur cost against this Agreement from the beginning date of October 1, 2013 through the ending date of December 31, 2014; and

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014 the City executed an ESG Grant Agreement with DCEO to govern expenditure of ESG funds by the City and the Participating Organizations; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

- A. The term "Grant Agreement" means the agreement between the City and DCEO executed by the City on January 21, 2014, in connection with the ESG Grant No. 13-272015
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, April 30, 2013, on the basis of which a ESG grant was approved by DCEO, including the certifications and assurances and any information or documentation required to meet any ESG award conditions.
- D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act

(42 U.S.C. 11381 *et seq.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH).

E. The term "State" means the State of Illinois.

F. The term "matching funds" means the required amount of matching contributions for the provision of essential services, and the difference between the total operating costs and the amount of the ESG operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which was published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and made a part hereof. The Application is incorporated herein as part of this Subrecipient Agreement; however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to **\$5,425.92** in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	0.00
Essential Services:	\$ 5,425.92
Operations Match:	3,425.92
<u>Essential Services Match:</u>	<u>\$ 2,000.00</u>
Total Committed Funds	\$ 10,851.84

Section 5. Matching Funds. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the Subrecipient agrees to provide matching contributions to supplement the subrecipients ESG program, in an amount that equals the amount of ESG funds provided by DCEO in any combination of activities. Documentation of match is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds for is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for this grant.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs) rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Section 7. Payouts. The Subrecipient understands and agrees that a request for disbursement of ESG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project that have been expended. Subrecipient understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said ESG funds, and should the funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. The Subrecipient must:

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY:

Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT:

Stephanie Record, Executive Director
Crisis Nursery
1309 West Hill Street
Urbana, Illinois 61801

Section 9. Default. 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 or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. 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 promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- 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.

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.

Section 10. Certification by Subrecipient. The Subrecipient agrees to the following State of Illinois required certifications as outlined in the Grant Agreement, provided in Attachment B. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipients services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Subrecipient without prior written approval of the City. For the City to request DCEO to approve the use of any subcontract or subgrant, the Subrecipient must employ an open, impartial and reasonably competitive selection process.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement

and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

CRISIS NURSERY (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH GREATER COMMUNITY AIDS PROJECT**

(FY 2013-2014)

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014, the City executed an ESG Grant Agreement (Grant No. 13-272015) with DCEO to govern expenditure of ESG funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective emergency shelter programs with ESG funds and in accordance with ESG regulations; and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$4,421.12 in Emergency Solutions Grants funds to the Greater Community AIDS Project, so as to continue their respective emergency shelter program for homeless individuals and families, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH GREATER COMMUNITY AIDS PROJECT**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
Award #	E13-DC-17-0001
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Greater Community AIDS Project (hereinafter the "Subrecipient") for Emergency Solutions Grants No. 13-272015.

WITNESSETH:

WHEREAS, subject to the execution of this Subrecipient Agreement by both parties, the Subrecipient is hereby authorized to incur cost against this Agreement from the beginning date of October 1, 2013 through the ending date of December 31, 2014; and

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014 the City executed an ESG Grant Agreement with DCEO to govern expenditure of ESG funds by the City and the Participating Organizations; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

- A. The term "Grant Agreement" means the agreement between the City and DCEO executed by the City on January 21, 2014, in connection with the ESG Grant No. 13-272015
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, April 30, 2013, on the basis of which a ESG grant was approved by DCEO, including the certifications and assurances and any information or documentation required to meet any ESG award conditions.

D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH).

E. The term "State" means the State of Illinois.

F. The term "matching funds" means the required amount of matching contributions for the provision of essential services, and the difference between the total operating costs and the amount of the ESG operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which was published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and made a part hereof. The Application is incorporated herein as part of this Subrecipient Agreement; however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to **\$4,421.12** in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	0.00
Essential Services:	\$ 4,421.12
Operations Match:	0.00
<u>Essential Services Match:</u>	<u>\$ 4,421.12</u>
Total Committed Funds	\$ 8,842.24

Section 5. Matching Funds. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the Subrecipient agrees to provide matching contributions to supplement the subrecipients ESG program, in an amount that equals the amount of ESG funds provided by DCEO in any combination of activities. Documentation of match is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds for is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for this grant.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs) rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Section 7. Payouts. The Subrecipient understands and agrees that a request for disbursement of ESG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project that have been expended. Subrecipient understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said ESG funds, and should the funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. The Subrecipient must:

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY:

Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT:

Mike Benner, Executive Director
Greater Community AIDS Project
P.O. BOX 713
Champaign, Illinois 61801

Section 9. Default. 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 or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. 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 promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- 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.

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.

Section 10. Certification by Subrecipient. The Subrecipient agrees to the following State of Illinois required certifications as outlined in the Grant Agreement, provided in Attachment B. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipients services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Subrecipient without prior written approval of the City. For the City to request DCEO to approve the use of any subcontract or subgrant, the Subrecipient must employ an open, impartial and reasonably competitive selection process.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement

and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

GREATER COMMUNITY AIDS PROJECT (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH THE CENTER FOR WOMEN IN TRANSITION**

(FY 2013-2014)

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014, the City executed an ESG Grant Agreement (Grant No. 13-272015) with DCEO to govern expenditure of ESG funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective emergency shelter programs with ESG funds and in accordance with ESG regulations; and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$30,505.00 in Emergency Solutions Grants funds to The Center for Women in Transition, so as to continue their respective emergency shelter program for homeless individuals and families, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH THE CENTER FOR WOMEN IN TRANSITION**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
Award #	E13-DC-17-0001
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and The Center for Women in Transition (hereinafter the "Subrecipient") for Emergency Solutions Grants No. 13-272015.

WITNESSETH:

WHEREAS, subject to the execution of this Subrecipient Agreement by both parties, the Subrecipient is hereby authorized to incur cost against this Agreement from the beginning date of October 1, 2013 through the ending date of December 31, 2014; and

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014 the City executed an ESG Grant Agreement with DCEO to govern expenditure of ESG funds by the City and the Participating Organizations; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

- A. The term "Grant Agreement" means the agreement between the City and DCEO executed by the City on January 21, 2014, in connection with the ESG Grant No. 13-272015
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, April 30, 2013, on the basis of which a ESG grant was approved by DCEO, including the certifications and assurances and any information or documentation required to meet any ESG award conditions.

- D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH).
- E. The term "State" means the State of Illinois.
- F. The term "matching funds" means the required amount of matching contributions for the provision of essential services, and the difference between the total operating costs and the amount of the ESG operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which was published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and made a part hereof. The Application is incorporated herein as part of this Subrecipient Agreement; however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to **\$30,505.00** in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	0.00
Essential Services:	\$ 30,505.00
Operations Match:	\$ 30,505.00
<u>Essential Services Match:</u>	<u>\$ 0.00</u>
Total Committed Funds	\$ 61,010.00

Section 5. Matching Funds. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the Subrecipient agrees to provide matching contributions to supplement the subrecipients ESG program, in an amount that equals the amount of ESG funds provided by DCEO in any combination of activities. Documentation of match is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds for is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for this grant.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs) rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Section 7. Payouts. The Subrecipient understands and agrees that a request for disbursement of ESG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project that have been expended. Subrecipient understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said ESG funds, and should the funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. The Subrecipient must:

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY:

Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT:

Katie Sissors, Interim Executive Director
The Center for Women in Transition
508 East Church Street
Champaign, Illinois 61820

Section 9. Default. 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 or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. 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 promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- 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.

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.

Section 10. Certification by Subrecipient. The Subrecipient agrees to the following State of Illinois required certifications as outlined in the Grant Agreement, provided in Attachment B. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipients services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Subrecipient without prior written approval of the City. For the City to request DCEO to approve the use of any subcontract or subgrant, the Subrecipient must employ an open, impartial and reasonably competitive selection process.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement

and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

THE CENTER FOR WOMEN IN TRANSITION (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH THE SALVATION ARMY**

(FY 2013-2014)

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014, the City executed an ESG Grant Agreement (Grant No. 13-272015) with DCEO to govern expenditure of ESG funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective emergency shelter programs with ESG funds and in accordance with ESG regulations; and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$10,248.96 in Emergency Solutions Grants funds to The Salvation Army, so as to continue their respective emergency shelter program for homeless individuals and families, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH THE SALVATION ARMY**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
Award #	E13-DC-17-0001
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and The Salvation Army (hereinafter the "Subrecipient") for Emergency Solutions Grants No. 13-272015.

WITNESSETH:

WHEREAS, subject to the execution of this Subrecipient Agreement by both parties, the Subrecipient is hereby authorized to incur cost against this Agreement from the beginning date of October 1, 2013 through the ending date of December 31, 2014; and

WHEREAS, on April 30, 2013, the City submitted an application to the Illinois Department of Commerce and Economic Opportunity (hereinafter "DCEO") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by five private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on October 7, 2013, the City received notice that DCEO approved the City's application for ESG funds; and

WHEREAS, on January 21, 2014 the City executed an ESG Grant Agreement with DCEO to govern expenditure of ESG funds by the City and the Participating Organizations; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

- A. The term "Grant Agreement" means the agreement between the City and DCEO executed by the City on January 21, 2014, in connection with the ESG Grant No. 13-272015
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, April 30, 2013, on the basis of which a ESG grant was approved by DCEO, including the certifications and assurances and any information or documentation required to meet any ESG award conditions.

- D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH).
- E. The term "State" means the State of Illinois.
- F. The term "matching funds" means the required amount of matching contributions for the provision of essential services, and the difference between the total operating costs and the amount of the ESG operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which was published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and made a part hereof. The Application is incorporated herein as part of this Subrecipient Agreement; however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to **\$10,248.96** in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	0.00
Essential Services:	10,248.96
Operations Match:	0.00
<u>Essential Services Match:</u>	<u>\$ 10,248.96</u>
Total Committed Funds	\$ 20,497.92

Section 5. Matching Funds. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the Subrecipient agrees to provide matching contributions to supplement the subrecipients ESG program, in an amount that equals the amount of ESG funds provided by DCEO in any combination of activities. Documentation of match is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds for is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for this grant.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs) rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Section 7. Payouts. The Subrecipient understands and agrees that a request for disbursement of ESG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project that have been expended. Subrecipient understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said ESG funds, and should the funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. The Subrecipient must:

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY:

Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT:

Major Thomas McDowell, Corps Administrator
The Salvation Army
2212 N. Market Street
Champaign, Illinois 61822

Section 9. Default. 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 or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. 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 promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- 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.

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.

Section 10. Certification by Subrecipient. The Subrecipient agrees to the following State of Illinois required certifications as outlined in the Grant Agreement, provided in Attachment B. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipients services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Subrecipient without prior written approval of the City. For the City to request DCEO to approve the use of any subcontract or subgrant, the Subrecipient must employ an open, impartial and reasonably competitive selection process.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement

and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

THE SALVATION ARMY (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS



**UNAPPROVED
MINUTES
COMMUNITY DEVELOPMENT COMMISSION MEETING
Tuesday, January 28, 2014, City Council Chambers
400 South Vine Street, Urbana, IL 61801**

Call to Order: Chairperson Cobb called the meeting to order at 7:03 p.m.

Roll Call: Kelly Mierkowski called the roll. A quorum was present.

Commission Members Present: Fred Cobb, Chris Diana (arrived at 7:15pm), George Francis, Jerry Moreland, Lisabeth Searing, and Anne Heinze Silvis.

Commission Members Excused: Janice Bengtson.

Others Present: Kelly H. Mierkowski, Jennifer Gonzalez, and Jenell Hardy, Community Development Services; Mike Benner, Executive Director, Greater Community AIDS Project; Sue Wittman, Community Elements.

Approval of Minutes: *Chairperson Cobb asked for approval or corrections to the November 19, 2013 minutes. Commissioner Searing moved to approve the minutes, and Commissioner Moreland seconded the motion. The motion carried unanimously. Chairperson Cobb asked for approval or corrections to the August 27, 2013 minutes. Commissioner Silvis moved to approve the minutes, and Commissioner Searing seconded the motion. The motion carried unanimously.*

Petitions and Communications: None.

Staff Report: Kelly Mierkowski, Grants Management Division Manager, provided a brief overview of the staff report provided to the Commissioners. She noted several activities undertaken by staff in the past month. Staff attended the HUD All-Entitlement Grantee Conference and presented on cross-cutting requirements, the City received notice that the Federal Home Loan Bank of Chicago approved applications submitted and grant agreements were sent to for execution, the City also received notice from the IL Dept. of Commerce and Economic Opportunity (DCEO) that the Emergency Solutions Grant (ESG) application was approved and the grant agreement was sent for execution. It was also noted that staff scheduled and attended Public Hearings/Neighborhood Meetings in January (Jan. 6-9) at various sites in Community Development targeted neighborhoods within the City, for upcoming FY 2014-2015 Annual Action Plan; two neighborhood meetings are to be rescheduled due to cancellation because of extreme winter weather.

New Business:

A Resolution Certifying A Community Housing Development Organization for the Urbana HOME Consortium For FY 2013-2014 (Habitat)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Developer 1107 W. Hill and 1208 ½ W. Dublin)

Ms. Gonzalez explained that the Community Development Commission had reviewed an application to fund two houses last August at 1205 W. Beslin and 1208 ½ W. Dublin. The family that had selected the lot at 1205 W. Beslin dropped out of the program, so Habitat went to the next family on the waiting list to find a project that would be eligible for CHDO funds that had already been recommended for approval by CDC and approved by Council in September. Based on the timing of when this occurred, it did not make sense to execute the agreement without knowing what the second property was, so we are presenting this item as a new agreement with the updated property which is 1107 W. Hill in Champaign. Since this is Community Development Housing Organization funding, non-profits can build anywhere in the Consortium area. As far as the Consortium is concerned, as long as it is in the City of Urbana, Champaign, or unincorporated Champaign County, it is an eligible CHDO project, and are always happy to have commitments in that area. Everything basically has stayed the same, just a matter of swapping out the property so we can move forward with the development.

Chairperson Cobb reviewed the three options available, to forward it with a recommendation for approval to the City Council, forward it with a recommendation for changes to the City Council, or not recommend it, and asked for any questions. Commissioner Searing had a question regarding the amount of funds in August being \$70,000 to \$69,400 and now this one says \$70,000. Ms. Gonzalez stated that in between CDC and Council, we closed out the project at 1107 N. Gregory, one of the CHDO builds that Homestead had been doing. It was originally intended to be a single family build and ended up being converted to a transitional housing unit. It actually came under budget by about \$5,000 - \$6,000, and we realized that we have enough funds to fulfill the original request from Habitat. It was less than \$1,000, so staff made the decision to go ahead and fund Habitat in keeping with our historical allocations for their project. It was explained to Council and apologized for not letting following up with CDC.

Commissioner Moreland commended on the statement in the memo that the purchaser of 1205 West Beslin had signed a contract, but later decided to pursue a degree program and so could no longer continue in the program, and asked what is the criteria, how does that work? Ms. Gonzalez explained basically that the family had gotten accepted into a degree program. A lot of sweat equity has to go into doing the build, so going to school full time and then completing the 250 hours of sweat equity, along with 10 different courses you have to take as part of homebuyer education, may make it difficult for some. Habitat does not want to put a strain on families and jeopardize their education, so it made sense to do what was best for the family.

Chairperson Cobb questioned the Fiscal Impacts section of the memo, in that the resolution will not impact the City budget in any way and it is a procedural requirement. He wondered why the statement that it will not impact the City's budget is here, as opposed to will it impact any other Community Development activity, because CD funds are different than City funds. Ms. Gonzalez stated the City publishes a budget that is approved by Council and it incorporates both the CDBG and HOME Investment Partnership funds, so in terms of what was presented to Council is not going to change, because these funds were already earmarked for Community

Housing Development Organizations. In regard to our grant funding, it is not going to change, because the 15% set-aside is set aside for just these types of activities; it is only the non-profits who have access to this funding. We are not switching money between programs; the funds are only going from one property to another. Staff will include a Programmatic Impact section in future memos to the Community Development Commission.

Commissioner Francis moved that the CD Commission forward the Resolution with a recommendation for approval to the Urbana City Council. The motion was seconded by Commissioner Silvis. The motion carried unanimously.

A Resolution Approving an Emergency Solutions Grant Program Subrecipient Agreement Between the City of Urbana and Community Elements.

A Resolution Approving an Emergency Solutions Grant Program Subrecipient Agreement Between the City of Urbana and Crisis Nursery

A Resolution Approving an Emergency Solutions Grant Program Subrecipient Agreement Between the City of Urbana and Greater Community AIDS Project

A Resolution Approving an Emergency Solutions Grant Program Subrecipient Agreement Between the City of Urbana and The Center for Women in Transition

A Resolution Approving an Emergency Solutions Grant Program Subrecipient Agreement Between the City of Urbana and the Salvation Army

Ms. Hardy stated that the City of Urbana is a member of the Continuum of Care and sits on the Steering Committee. The Emergency Solutions Grant is a grant that has come through our Continuum for many years, and provides funding to local shelters in our Continuum area. This year (FY 2013), the State of Illinois, specifically the Dept. of Commerce and Economic Opportunity (DCEO), receives funds from HUD and is a subgrantee, and then they provide funds to our local shelters. This year, they had a grant minimum of \$25,000, saying they would not issue any individual grants to agencies. Many of the agencies that are receiving those funds have grants less than \$25,000, so the City of Urbana, with our relationship with most of the agencies already through our Consolidated Social Service Fund and other grants we administer, were chosen as a good fit to receive all the money and disburse it to the five agencies.

The Continuum submitted an application to DCEO in April 2013 and the grant actually started on October 1, 2013. We received our grant agreement this month, so this is the process of the City being able to subgrant those funds that were approved by the Continuum to those agencies. The agencies are Community Elements for the TIMES Center, Crisis Nursery for their shelter program for children, the Greater Community AIDS Project for their shelter, The Center for Women in Transition for their shelter, and The Salvation Army. The dollar amounts were listed in the memo as to what the agencies will receive. We will also receive a small amount of administration fee; part of our greater leverage in doing this is to build a relationship with the State, so that the City of Urbana can maintain its administration of funds and possibly open the door to other projects with the State in the future if they arise. Two agencies were present, Sue

Wittman from Community Elements, TIMES Center and Mike Benner, Greater Community AIDS Project, and available for questions.

This is a new grant for the City of Urbana; we have not had the grant before. There are many communities in the State who receive these funds as an entitlement community, such as how we receive our CDBG funds or HOME funds. Some agencies also receive their funds directly from HUD, but the Champaign County Continuum of Care is smaller, so it is not eligible to receive the funds directly, which is why we get it as a pass-through from the State of Illinois.

Chairperson Cobb asked for any questions, and wondered if there were any other options other than these five agencies that made a request for funds. Ms. Hardy answered yes and no; the funds come from HUD through their homeless assistance Special Needs Assistance Programs (SNAPs), there are requirements for agencies to participate. The shelters must be a member of the Continuum of Care; the Continuum is the body, which as a Board selects the agencies and goes through the approval process. Each of the agencies submitted an application to the Continuum to explain what they would do with the funds, why they need the funds, and meet other requirements as set by regulations, such as reporting in the Homeless Management Information System (HMIS). The shelters that are members of the Continuum are those five agencies, there are no other shelters that would be able to meet all the Federal requirements or regulations that are a part of the Continuum to receive the funding.

Commissioner Diane asked who is and makes up the Continuum of Care. Ms. Hardy responded that the Continuum is made up of a group of non-profits, Dept. Of Veteran's Affairs, the City of Urbana and Champaign, U of I, the County, CCMHB and DD Board; some are affiliates and some are members. Some organizations participate in homeless services, some are faith based organization. There are about twenty members and five affiliates; a more detailed list can be provided. Commissioner Diane asked who are voting members, Ms. Hardy responded that the City of Champaign, City of Urbana, the County, and the five agencies listed here; Ms. Hardy agreed to provide more details about the organization and its structure. Discussion then revolved around where the funding comes from, and Ms. Mierkowski stated that it is similar to the Supportive Housing Program that the City already administers, with subrecipient agreements. Ms. Hardy stated that we are asking for approval to enter into agreements with these agencies, it is for procedural and documentation purposes regarding the disbursement of funds.

Chairperson Cobb then asked each agency to explain the significance of these funds to each of their organizations. Mike Benner, Executive Director from GCAP, stated that historically GCAP has received funds directly from DCEO for Emergency Solutions Grant funds, formerly Emergency Shelter Grants, however their agency has always been less than \$10,000. Other agencies also receive less than \$25,000, the minimum an organization could request this year from the State as a pass through, so the Continuum discussed at many meetings how best to handle the funding of the agencies. The best solution that the Continuum came up with was for the City of Urbana to be the subgrantee to HUD, and then administer funding to the agencies, who would then submit reimbursement requests to the City, so all of the agencies and their programs could be funded. GCAP's funding is specifically for Champaign House (Transitional House), which has been in existence for twenty years, as a place for people that live with HIV that are homeless. There has been a big change in the criteria of homelessness over the past few

years, and part of the agreement is that the agencies have to follow the HUD regulations, and he believes that they do so. He stated they are helping people who are literally homeless get back on their feet and become self-sustaining in our community.

Sue Wittman, Director of Adult Recovery Services at Community Elements, stated that the TIMES Center is one of her programs. The significance of this grant to her agency is that they receive \$18,356.17 and are very grateful to the City of Urbana for administering this grant. Previously, it had to be done this way, in the grant had to be written and the criteria had to be met. They have funding from five different governmental bodies and all different types of outcomes and hoops they have to jump through. They have seen a great deal of increase in the need, not just in the residence part with 70 men, but they provide a soup kitchen for children and women. Women can also use their facility during the daytime for showers and eating. It has been a hard year, so Ms. Wittman thanked the City of Urbana for taking this grant on, as it is very valuable to their agency and they are grateful.

Chairman Cobb asked if this grant covers food and shelter, and Ms. Wittman stated that this particular grant helps pay for some of their operating costs. Most of their grants are for personnel costs and program pieces, so they are really pleased that this pays for lighting and electricity, among other things.

Chairperson Cobb reviewed the three options available, to forward it with a recommendation for approval to the City Council, forward it with a recommendation to the City Council with conditions, or to not recommend it, and entertained a motion.

Commissioner Silvis moved to forward the Resolutions with a recommendation for approval to the Urbana City Council. The motion was seconded by Commissioner Francis. The motion carried unanimously.

Adjournment: Seeing no further business, Chairperson Cobb adjourned the meeting at 7:33 p.m.

Recorded by Kelly H. Mierkowski, Manager

UNAPPROVED