



## 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, FAICP, Community Development Services Director

**DATE:** October 2, 2014

**SUBJECT: 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 SALVATION ARMY**

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### **Description**

Included on the agenda of the October 6, 2014 meeting of the Urbana City Council are subrecipient agreements for the 2014 Emergency Solutions Grant (ESG) program. The proposed agreements are with agencies that participate in the Emergency Solutions Grant program, which include Community Elements, Crisis Nursery, Greater Community AIDS Project, and The Salvation Army.

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.

### **Issues**

The issue is whether the Urbana City Council should approve the Resolutions Approving the Subrecipient Agreements for FY 2014-2015 with Community Elements, Crisis Nursery, Greater Community AIDS Project, 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 annually. 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 agencies received their grant directly from the Illinois Department of Commerce and Economic Opportunity (DCEO). In 2013, however, DCEO set a \$25,000 minimum for any ESG grant, so the CoC selected the City of Urbana (City) to administer the funds on behalf of five agencies.

For the 2014 ESG grant funds, the Illinois Department of Human Services (DHS) began administering the grant funds from DCEO, and also set a \$25,000 minimum for any ESG grant. Since four agencies were recommended to receive 2014 ESG grant in amounts less than \$25,000, the City of Urbana was again 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.

In keeping with the objectives, the four 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 will receive funds for the administration of the program.

On August 29, 2014, the City submitted an application, through the Urbana-Champaign Continuum of Care, for 2014 ESG program grant funds to provide operating and essential services to four (4) local shelters within the CoC. On September 19, 2014, the City received notice from DHS that the application for the Emergency Solutions Grant program was approved for \$47,072.26. On September 26, 2014, the City received notice from DHS that the agreement between the City and DHS was available for execution.

On September 30, 2014, the City executed the Emergency Solutions Grants program agreement with DHS that governs expenditure of ESG funds received by the City and the participating agencies. The City is then required by DHS to execute agreements with each of the subrecipient agencies, which detail amounts of funding and eligible uses of the funds. Subrecipient agreements were due by October 3, 2014 to DHS; however, an extension was given until October 7, 2014 for submission of the executed contracts.

## **Options**

The Urbana City Council can:

1. Approve the Resolutions approving Emergency Solutions Grant Subrecipient Agreements with Community Elements, Crisis Nursery, Greater Community AIDS Project, and The Salvation Army.
2. Approve the Resolutions, with changes.
3. Do not approve the Resolutions.

## **Fiscal Impacts**

There will be no fiscal impact on the City General Fund, as the \$47,072.26 in funding for this program comes through DHS. The term of the grant began on October 1, 2014, and the total amount of funding is as follows:

Community Elements – TIMES	\$21,406.10
The Salvation Army	\$11,786.30
Crisis Nursery	\$ 6,239.81
Greater Community AIDS Project (Reserved for Street Outreach)	\$ 5,084.29
<u>City of Urbana</u>	<u>\$ 1,238.76</u>
Total amount of grant:	\$47,072.26

## **Recommendations**

Staff recommends approval of the proposed Resolutions.

**Memorandum Prepared By:**

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**Kelly H. Mierkowski, Manager  
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 2014-2015)
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 2014-2015)
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 2014-2015)
7. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY
8. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY (FY 2014-2015)

RESOLUTION NO. 2014-10-050R

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

**(FY 2014-2015)**

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement (Agreement No.FCSTH03755) with DHS 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 \$21,406.10 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**

<b>CFDA #</b>	14.231
<b>CFDA Title</b>	Emergency Shelter Grants Program
<b>State Awarding Agency</b>	Illinois Department of Human Services
<b>Federal Awarding Agency</b>	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 Agreement No. FCSTH03755.

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, 2014 through the ending date of June 30, 2015; and

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, 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 September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement with DHS 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 DHS executed by the City on September 30, 2014, in connection with the ESG Grant Agreement No. FCSTH03755.
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which a ESG grant was approved by DHS, 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 **\$21,406.10** 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:	\$ 21,406.10
Essential Services:	0.00
Operations Match:	\$ 21,406.10
<u>Essential Services Match:</u>	<u>0.00</u>
Total Committed Funds	\$ 42,812.20

**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 DHS 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 DHS 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: \_\_\_\_\_ DATE \_\_\_\_\_  
Laurel Prussing, Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Phyllis Clark, City Clerk

**COMMUNITY ELEMENTS (SUBRECIPIENT):**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

**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**

**RESOLUTION NO. 2014-10-051R**

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

**(FY 2014-2015)**

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement (Agreement No.FCSTH03755) with DHS 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 \$6,239.81 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**

<b>CFDA #</b>	14.231
<b>CFDA Title</b>	Emergency Shelter Grants Program
<b>State Awarding Agency</b>	Illinois Department of Human Services
<b>Federal Awarding Agency</b>	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 Agreement No. FCSTH03755.

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 July 1, 2014 through the ending date of June 30, 2015; and

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, 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 September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement with DHS 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 DHS executed by the City on September 30, 2014, in connection with the ESG Grant Agreement No. FCSTH03755.
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which an ESG grant was approved by DHS, 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 **\$6,239.81** 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:	\$ 6,239.81
Essential Services:	0.00
Operations Match:	2,000.00
<u>Essential Services Match:</u>	<u>\$ 4,239.81</u>
Total Committed Funds	\$ 12,479.62

**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 DHS 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 DHS 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: \_\_\_\_\_ DATE \_\_\_\_\_  
Laurel Prussing, Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Phyllis Clark, City Clerk

**CRISIS NURSERY (SUBRECIPIENT):**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

**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**

RESOLUTION NO. 2014-10-052R

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

**(FY 2014-2015)**

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement (Agreement No.FCSTH03755) with DHS 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 \$5,084.29 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**

<b>CFDA #</b>	14.231
<b>CFDA Title</b>	Emergency Shelter Grants Program
<b>State Awarding Agency</b>	Illinois Department of Human Services
<b>Federal Awarding Agency</b>	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 Agreement No. FCSTH03755.

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, 2014 through the ending date of June 30, 2014; and

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, 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 September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014 the City executed an ESG Grant Agreement with DHS 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 DHS executed by the City on September 30, 2014, in connection with the ESG Grant Agreement No.FCSTH03755.
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which a ESG grant was approved by DHS, 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 **\$5,084.29** 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:	\$ 3,084.29
Essential Services:	\$ 2,000.00
Operations Match:	\$ 3,084.29
<u>Essential Services Match:</u>	<u>\$ 2,000.00</u>
Total Committed Funds	\$ 10,168.58

**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 DHS 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 DHS 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: \_\_\_\_\_ DATE \_\_\_\_\_  
Laurel Prussing, Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Phyllis Clark, City Clerk

**GREATER COMMUNITY AIDS PROJECT (SUBRECIPIENT):**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

**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**

RESOLUTION NO. 2014-10-053R

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

**(FY 2014-2015)**

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement (Agreement No.FCSTH03755) with DHS 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 \$11,786.30 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**

<b>CFDA #</b>	14.231
<b>CFDA Title</b>	Emergency Shelter Grants Program
<b>State Awarding Agency</b>	Illinois Department of Human Services
<b>Federal Awarding Agency</b>	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 Agreement No. FCSTH03755.

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, 2014 through the ending date of June 30, 2015; and

WHEREAS, on August 29, 2014, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by four private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; Greater Community AIDS Project, 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 September 19, 2014, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on September 30, 2014, the City executed an ESG Grant Agreement with DHS 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 DHS executed by the City on September 30, 2014, in connection with the ESG Grant Agreement No. FCSTH03755.
- B. The terms "grant" and "grant funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 30, 2014, on the basis of which a ESG grant was approved by DHS, 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 **\$11,786.30** 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:	\$ 11,786.30
Essential Services:	\$ 0.00
Operations Match:	\$ 11,786.30
<u>Essential Services Match:</u>	<u>\$ 0.00</u>
Total Committed Funds	\$ 23,572.60

**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 DHS 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 DHS 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: \_\_\_\_\_ DATE \_\_\_\_\_  
Laurel Prussing, Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Phyllis Clark, City Clerk

**THE SALVATION ARMY (SUBRECIPIENT):**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name & Title:

**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**