



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Grants Management Division*

### m e m o r a n d u m

**TO:** Mayor Diane Wolfe Marlin and City Council Members

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

**DATE:** June 17, 2021

**SUBJECT:** A Resolution Approving a City of Urbana Community Development Block Grant Program Agreement (Senior Repair Program)

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#### **Description**

In April, City Council approved the Annual Action Plan FY 21/22, which included funding the Senior Repair Program. The program provides general maintenance repairs that enable seniors and persons with disabilities to maintain their property. Council approval of the agreement is needed to allocate the funds.

#### **Background and Discussion**

The City of Urbana has offered a Senior Repair program for over 20 years. The program provides minor home repairs to seniors and persons with disabilities that allows them to continue to live independently. Champaign County Regional Planning Commission (CCRPC) offers Senior Service programs to connect seniors to a wide variety of community programs and manages the City of Champaign Senior Minor Home Repair Program. CCRPC also provides case management and referral services to seniors as well as partners with agencies to foster healthy aging, safety, and financial, legal, and housing support.

CCRPC is requesting funding for the Senior Repair Program to assist low- to moderate-income seniors and persons with disabilities. CCRPC staff would meet with the homeowners, take an application to verify eligibility, complete an environmental review, and manage the rehabilitation process. While at the home, RPC staff would be able to assess and refer the clients to any additional services they may need.

Executing the agreement with CCRPC would meet the priority need in the Annual Action Plan to provide decent, safe, and sanitary housing to low income persons. The agreement would allow the City to continue a program while preserving the capacity of City staff to administer housing rehabilitation programs that focus on more substantial repairs.

Staff is recommending an automatic one-year renewal in the program agreement for FY 2021/22 and FY 2022/23. This option would be contingent upon the successful completion of the grant in its first year and receipt of CDBG grant funding in FY 2022/23. The program anticipates serving sixteen people through June 30, 2022.

## **Options**

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.
3. Do not forward the Resolution to allocate CDBG funds to Champaign County Regional Planning Commission Senior Repair Program and not offer the program.

## **Fiscal Impacts**

There will be no fiscal impact on the City General Fund, as the funding comes from HUD.

## **Recommendation**

Staff recommends approval of the proposed Resolution and placement on the consent agenda.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A CITY OF URBANA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT  
(Champaign County Regional Planning Commission Senior Repair Program)**

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

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

**WHEREAS**, the Champaign County Regional Planning Commission has requested Forty Thousand and 00/100 dollars (\$40,000.00) in Community Development Block Grant funds to provide support and resources to seniors and persons with disabilities for housing repairs.

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

Section 1. That an Agreement providing Forty Thousand and 00/100 dollars (\$40,000.00) in Community Development Block Grant funds to Champaign County Regional Planning Commission Senior Repair Program to provide housing rehabilitation to seniors and persons with disabilities in Urbana, in substantially the form of the copy of said

Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CITY OF URBANA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AGREEMENT**

SUBRECIPIENT NAME: Champaign County Regional Planning Commission  
PROJECT NAME: Senior Home Repair Program  
PROJECT ADDRESS: 1776 E Washington Ave., Urbana, IL 61801  
CFDA No. 14.218

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

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2021 and ending June 30, 2023, pursuant to the CDBG Program; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2021 and ending June 30, 2022 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and

Whereas, Subgrantee desires to act as the non-profit agency to administer the funds which are to be provided for a Project identified as the City of Urbana Senior Home Repair Program (Subgrantee Project No. 21-CDBG-01), and

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

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

NOW, THEREFORE, the parties hereby agree as follows:

**Agreement # 21-CDBG-01**

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 2021-2022 CDBG program funds to assist with a home repair program for seniors and those with disabilities as described in Attachment D.
3. The City agrees to grant to the Subgrantee the sum of **Forty Thousand and 00/100 Dollars (\$40,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 21-CDBG-01 (hereinafter the "Project").
4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project.
5. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
6. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee, and where such modification complies with the CDBG program requirements.
7. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
8. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
9. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
10. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.

11. The Subgrantee represents to the City that the Project shall begin on July 1, 2021 and shall terminate on June 30, 2023, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
13. The Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
14. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any Project under the provision of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
16. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
17. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that

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

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



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

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

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

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

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

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

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

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

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

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

**CITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBGRANTEE**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

The Subgrantee further agrees to the following:

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

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B  
ASSURANCES**

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

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

5. The Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment E and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.
  
6. It will comply with
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
  
  - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
  
  - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.  
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
  
  - D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and

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

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



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

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension requirements. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website ([www.epls.gov](http://www.epls.gov)) or any other approved method.
  
7. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  
8. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.  
  
If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
9. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

**Agreement # 21-CDBG-01**

These assurances are signed with regard to Subgrantee Project No. 21-CDBG-01 of the Urbana CDBG Program.

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Subgrantee: Chief Executive Officer

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Attest

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Date

**ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS**

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

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

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2021 – June 30, 2023.

**SCOPE OF SERVICE**

As stated in the Program guidelines, which is incorporated herein as part of this Subrecipient Agreement and attached as Attachment D: Senior Home Repair Program.

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

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

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

Agreement # 21-CDBG-01

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

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:
  - A. Total Number of Persons To Be Served: Expect to serve 16 persons per year
  - B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$40,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

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

Agreement # 21-CDBG-01

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

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

Name of Subgrantee: Champaign County Regional Planning Commission

Address: 1776 E Washington, Urbana, IL 61801

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D**  
**City of Urbana**  
**Senior Home Repair Program**

The City of Urbana Senior Home Repair program will pay for both the costs due the contractor who performs the construction work and an administrative fee to Champaign County Regional Planning Commission to manage the program, hereinafter referred to as the “Agency”, for completed rehab Projects. The Agency’s responsibilities will include screening program applicants for eligibility and monitoring the construction contractors for quality of work.

The goal of the program shall be to provide minor home repair assistance to seniors and person(s) with disabilities who own and occupy homes within the City of Urbana corporate limits. Seniors are defined as persons over the age of 62. Persons with disabilities is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment as defined in 24CFR5.403. The program shall provide minor home repairs to prevent serious structural problems, remediate obstacles to independent living, and ensure the health and safety of the homes’ occupants. Repair professionals will complete the minor repairs.

The Agency shall accept, review, maintain and approve or disapprove all applications and required supporting documentation from persons who wish to participate in the program. The Agency is to use the HUD Part 5 Income definition when verifying applicants for participation in the program. The Agency shall maintain all submitted income and asset verification documents for a period of five years from date of Project completion. The Agency shall insure that an Environmental Assessment has been completed on each approved file prior to the work being started which includes:

- a) Certification of Categorical Exclusion (Subject to 58.5), Activities listed at 24CFR 58.35(a)(4)
- b) Completion of Statutory Worksheet, including documentation/maps to support all compliance factors such as photos, flood maps, location map, pictures, Illinois Historic Preservation Office clearance and all other maps indicating whether Project is compliant
- c) Determination Project converts to Exempt, per 58.34(a)(12).
- d) Completion of Certification of Exemption not subject to 24 CFR 58.34(a) if exempt

If necessary, the Agency shall monitor the progress of construction to ensure that safe practices, including lead based paint practices, are being followed during the rehab project. The Agency shall also insure that any necessary permits have been obtained, inspected and finalized from the Building Safety Division.

Once work is completed, the Agency shall verify that all work was completed in accordance with the specifications outlined at the time of work proposal. Agency staff and the homeowner will need to sign a **satisfaction statement** for the work completed. The invoice for repairs and a completed signed satisfaction statement shall be included as part of the invoice when the Agency requests reimbursement. Agency will request reimbursement for its administrative fee and for the construction costs due the selected contractor on completed projects at a minimum of once per quarter.

The Agency shall screen each program applicant to ensure that the applicant is either a senior or

**Agreement # 21-CDBG-01**

disabled as previously defined, and that the applicant does not have household incomes in excess of 80% of the area median family income – based on family size – as determined annually by HUD.

The following table provides the current figures for 80% of the area median income:

| Family Size | 80% MFI |
|-------------|---------|
| 1 person    | 48,400  |
| 2 persons   | 55,300  |
| 3 persons   | 62,200  |
| 4 persons   | 69,100  |
| 5 persons   | 74,650  |
| 6 persons   | 80,200  |
| 7 persons   | 85,700  |
| 8 persons   | 91,250  |

Income is defined as:

- A. Gross earnings of the applicant and her/his spouse; gross earnings shall include all income which constitutes a regular contribution to household income, including but not limited to:
- wages, tips, commissions
  - income from real estate or business operations
  - pensions
  - annuities
  - social security
  - supplemental security income
  - unemployment, disability compensation
  - welfare assistance
  - interest income
  - child support and alimony payments (if court-ordered or otherwise stable and verifiable)
  - armed forces pay to head of household or spouse
- B. Gross earnings (as described above) regularly received by any other member of the household 18 years old or older if the income is stable and verifiable.

The applicants cannot have liquid assets in excess of \$10,000. For purposes of determining eligibility, liquid assets shall include the following as defined in 24 CFR Part 5:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average six-month balance.
2. Cash value of stocks, bonds, T-bills, CDs, mutual funds, money market funds and other investment accounts.
3. Equity in rental property or other capital investment. Equity is considered to be the difference between the balance of all liens secured by the property and the current market value of the

**Agreement # 21-CDBG-01**

property. In Champaign County, estimated market value is generally derived by multiplying the current equalized assessed value (EAV) by three. Market value based on EAV will be used to determine equity, unless the owner can provide a recent appraisal which indicates a different value.

4. Cash value of revocable trusts that are available to the household.
5. Assets which, although owned by more than one person, allow unrestricted access by the applicants.
6. Lump sum or one-time receipts such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
7. Personal property held as an investment, such as gems, jewelry, coins and collector autos.
8. Mortgages or deeds of trust held by an applicant.

Priority will be given to repairs that:

- 1) allow the owner-occupant to continue to live independently,
- 2) prevent deterioration of the home,
- 3) conserve natural resources and reduce utility charges, and
- 4) conserve financial resources of the homeowner.

Rehabilitation work shall not exceed **One Thousand Seven Hundred and Fifty Dollars and 00/100 (\$1,750.00)** per project. Administrative fees shall not exceed **Seven Hundred Fifty Dollars (\$750.00)** per project.