

ORDINANCE NO. 9899-29

AN ORDINANCE APPROVING AN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
(HOMESTEAD CORPORATION – CHDO ADMINISTRATION)

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for the purpose of receiving HOME Investment Partnership (hereinafter “HOME”) Program funds in the name of the Urbana HOME Consortium; and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1998, and ending June 30, 1999; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the “Consolidated Plan”) which budgets \$858,000 in Urbana HOME Consortium funds for the period beginning July 1, 1998, and ending June 30, 1999, including \$128,700 set aside for use by Community Housing Development Organizations (hereinafter “CHDOs”) in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by the City on June 23, 1997 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, Homestead Corporation (hereinafter the “corporation”) has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, the Corporation has applied to the City for FY1998-1999 Urbana HOME Consortium funds for personnel funds necessary for capacity building; and

WHEREAS, the Corporation has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY1998-1999; and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to the Corporation for the Project.

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

Section 1. That the City of Urbana, acting as lead entity for the Urbana HOME Consortium approves an *Urbana Home Consortium Community Housing Development Organization Agreement, Homestead Corporation – CHDO Administration*, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

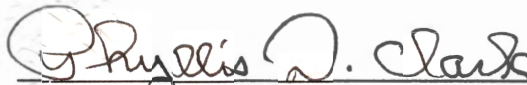
Section 2. This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 5th day of October, 1998.

PASSED by the City Council this 5th day of October, 1998.


AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 7th day of October, 1998


Tod Satterthwaite, Mayor

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
HOMESTEAD CORPORATION – CHDO ADMINISTRATION

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and HOMESTEAD CORPORATION, an Illinois Not-For-Profit Organization (hereinafter "Homestead").

WITNESSETH:

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

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 1998, and ending June 30, 1999, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 (hereinafter the "Consolidated Plan") which budgets \$858,000 in Urbana HOME Consortium funds for the period beginning July 1, 1998, and ending June 30, 1999, including \$128,700 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on Behalf of the City on June 23, 1997 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, Homestead has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, Homestead has applied to the City for FY1998-1999 Urbana HOME Consortium funds for personnel funds necessary for capacity building; and

WHEREAS, Homestead has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY 1998-1999; and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement, to allocate a portion of its CHDO funds to Homestead for personnel expenses necessary for capacity building activities.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter "Agreement").
2. **Purpose** The purpose of this Agreement is to provide Homestead with administrative funds to build organizational capacity; complete renovation of properties at 610-612 East Eureka Street, Champaign; and to plan additional affordable housing projects.
3. **Pledge of HOME and Match Funds** The City pledges to Homestead Fifteen Thousand dollars (\$15,000) in Urbana HOME Consortium funds, including HOME and match funds, for eligible administrative expenses as follows:
 - \$15,000 in FY1998-1999 Urbana HOME Consortium CHDO funds (\$15,000 HOME, 0 match)
4. **Use of HOME and Match Funds** Homestead shall use funds for administrative costs in accordance with the budget attached as Exhibit A. Homestead shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to capacity building. The amount of any request for administrative funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, and invoices). The City shall make payment to Homestead within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to Homestead Corporation or to an approved assignee. Homestead shall expend all monies allocated in this Section by August 31, 1999.
5. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by capacity building activities in excess of the funding pledged herein.
6. **Equal Employment** Homestead agrees there shall be no discrimination against any person who is employed by Homestead, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Homestead further agrees to the following.
 - A. It shall 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.

- B. It shall furnish the City and HUD with 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.
 - C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
6. **Certifications** Homestead represents the following with respect to this Agreement.
- A. Homestead possesses legal authority to receive HOME Program funds from the City and to execute capacity building activities.
 - B. The governing body of Homestead 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 Homestead to act in connection with this Agreement and to provide such additional information as may be required.
 - C. Homestead, its successors and assigns, agrees to utilize administrative disbursements in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
 - D. Homestead shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. Homestead agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. Homestead shall separately and accurately identify use of HOME funds pursuant to this Agreement.
 - E. Homestead shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Homestead receives federal financial assistance.

- F. Homestead shall comply with 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.
- G. Homestead shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. To the best of Homestead's knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- I. Homestead shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
- J. Homestead authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. Homestead will ensure all documents related to this Project shall be kept for a period of five years.
- K. Homestead shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. Homestead shall be liable to perform all

acts to the City in the same manner as the City performs these functions to the Federal government.

- L. Homestead shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of Homestead, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Agreement, 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 Homestead 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.
- M. Homestead shall have full control of the ways and means of performing the services referred to herein. Homestead acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
7. **Prohibition Against Lobbying** Homestead acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, Homestead acknowledges that no Homestead employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.
- Any activity related to the election or appointment of an individual to public office, including, but not limited to contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, preparation and dissemination of campaign materials
 - Sponsorship of candidate forums
 - Sponsorship of voter registration drives
 - Provision of transportation to polling places
 - Contributing financially to elected or appointed public officials in an attempt to influence legislation
 - Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.
8. **Compliance** Homestead agrees that if the City determines that Homestead has not complied with or is not complying with the provisions of this Agreement and so notifies Homestead by written notice of said violations and Homestead fails to correct said

violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice and may take any other action as may be permitted pursuant to this Agreement.

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

TO THE CITY:

Bruce R. Stoffel, Manager
Grants Management Division
400 South Vine Street
P.O. Box 946
Urbana, Illinois 61801

TO HOMESTEAD
CORPORATION:

Deloris Evans
Homestead Corporation
1801 Fox Drive
Champaign, Illinois 61820

10. **Assignment** Homestead shall not assign this Agreement, nor any part thereof, without prior written approval of the City.
11. **Modification** No modification of this Agreement shall be effective unless in writing and executed by the parties hereto.
12. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on August 31, 1999.
13. **Execution of Agreement** This Agreement shall be binding upon the City and Homestead, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: Tal Sattathurante

DATE: 10/13/98

ATTEST: Shirley D. Clark

HOMESTEAD CORPORATION

BY: Deloris M. Evans

DATE: 10/12/98

ATTEST: John T. Petry

Exhibit A

**Budget For Homestead Corporation Operations
FY 1998-1999**

Personnel

Executive Director Salary (.5 FTE)	\$ 11,400.00	
Fringe Benefits	<u>\$ 1,100.00</u>	
Total Personnel		\$12,500.00

Administrative Expenses

Audit/Accounting	\$ 1,700.00	
Copying	\$ 100.00	
Telephone	\$ 200.00	
Travel	\$ 125.00	
Office Supplies	\$ 75.00	
Equipment	<u>\$ 300.00</u>	
Total Administrative Expenses		<u>\$ 2,500.00</u>

TOTAL OPERATING EXPENSES

\$15,000.00