

RESOLUTION NO. 2017-09-061R

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

(FY 2017-2018)

WHEREAS, the City of Urbana (the “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 May 15, 2017, 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 two private non-profit organizations: Crisis Nursery, Urbana, Illinois and United Way of Champaign County/New Covenant Fellowship Church/Faith United Methodist Church, Champaign, Illinois, (hereinafter collectively referred to as the “Participating Organizations”); and

WHEREAS, on June 30, 2017 the City received notice that DHS approved the City’s application for ESG funds; and

WHEREAS, on July 27, 2017, the City executed an ESG Grant Agreement (Agreement No. FCSWH03755, FY 2018) 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 \$9,760.00 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.

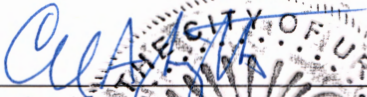
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement in substantial the form appended hereto as an exhibit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

PASSED BY THE CITY COUNCIL this 18th day of September, 2017.

AYES: Ammons, Hazen, Jakobsson, Miller, Roberts, Wu


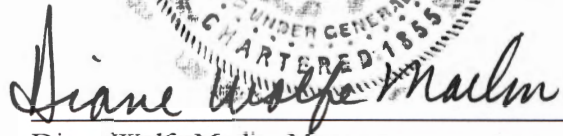
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 19th day of September, 2017.

Diane Wolfe Marlin, Mayor

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

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
State Awarding Agency	Illinois Department of Human Services
Federal Awarding Agency	Department of Housing and Urban Development

Background

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. FCSWH03755.

On May 15, 2017, 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 two private non-profit organizations: the United Way, Champaign, Illinois and Crisis Nursery, Urbana, Illinois (hereinafter collectively referred to as the "Participating Organizations"). 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. On June 30, 2017, the City received notice that DHS approved the City's application for ESG funds. On July 5, 2016, 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.

1. Definitions. Whenever used in this Subrecipient Agreement:

- A. "Act" means Subtitle C of Title IV of the McKinney – Vento Homeless Assistance Act (the McKinney Act), 42 U.S.C. 11381 et seq., as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and all rules and regulations promulgated thereto.
- B. "City" is defined in the Background section of this Subrecipient Agreement.
- C. "ESG" is defined in the Background section of this Subrecipient Agreement.
- D. "Grant Agreement" means the agreement between the City and DHS executed by the City on July 27, 2017, in connection with the ESG Grant Agreement No. FCSWH03755.
- E. "Grant Application" means the application submission, May 15, 2017, 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.

- F. "Grant Funds" means the assistance provided under this Subrecipient Agreement.
- G. "Matching Funds" means the United Way's provision value, whether in money or in-kind services, equal to any money provided by the City to the United Way.
- H. "Participating Organizations" is defined in the Background section of this Subrecipient Agreement.
- L. "State" means the State of Illinois.
- M. "Subrecipient" is defined in the Background section of this Subrecipient Agreement.

2. Grant Award.

- A. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to \$9,760.00 in ESG funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Operations:	<u>\$ 9,160.00</u>
Essential Service	<u>\$ 600.00</u>

- B. The Subrecipient has secured/will secure Matching Funds which shall be used for the following purposes:

Operations Matching Funds:	<u>\$ 2,000.00</u>
Essential Services Matching Funds:	<u>\$ 8,000.00</u>

- C. Given the total amounts of Grant Funds and Matching Funds, the amount of Total Committed Funds is shown below:

Total Committed Funds	<u>\$ 19,760.00</u>
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3. Matching Funds

- A. Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to **\$9,760.00** which is being provided by the City pursuant to this Subrecipient Agreement. Documentation of Matching Funds 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.

- B. If a Federal source of funds 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 these Grant Funds.
 - C. 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.
4. **Allowable Costs – Emergency Shelter Component.** The Subrecipients shall use Grant Funds only for the following costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:
- A. **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.
 - B. **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.

As shown in Section 4, the Subrecipient is authorized to only use ESG funds for Operations pursuant to this Subrecipient Agreement.

- 5. **Disbursement.** If and to the extent the City receives funds under the Act, the City shall reimburse the Subrecipients in accordance with the terms of this Subrecipient Agreement. Funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving Grant Funds. If the Grant Funds are discontinued or reduced for any reason, the City's payments to the Subrecipients may cease or be reduced without advance notice, and the City will not be liable for any damages as a result of such discontinuance or reduction of Grant Funds.
- 6. **Disallowance.** A Subrecipient shall reimburse the City for any payments it receives under this Subrecipient Agreement that are disallowed under the ESG. If the City determines that a cost for which the City has made payment is disallowed, the City shall notify the Subrecipient of the disallowance and the required course of action, which, at the City's option, will be to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require the Subrecipient immediately to repay the disallowed amount by issuing a check payable to the City.

7. Subrecipients' Duties

A. The Subrecipients shall:

- (1) Maintain detailed financial records that show the eligible essential services costs and shelter operating costs;
- (2) Submit quarterly reports to the City not 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 the City receives and approves such reports;
- (3) Maintain files and records as required which relate to the overall administration of the ESG; and
- (4) Provide information for an Annual Performance Report within required timeframes.
- (5) Submit quarterly Financial Status Reports to the City using the format provided by the City; and
- (6) Submit proper documentation of eligible expenses for match to the City on a quarterly basis.
- (7) Gather shelter client data using the format approved by the Champaign County Continuum of Care, and submit shelter client data to the City's Grants Management Division at least once every seven (7) days when the shelter is open to clients;
- (8) Submit quarterly Client Statistics Reports to the City using the format provided by the City;
- (9) 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.
- (10) Maintain adequate documentation to demonstrate the homeless eligibility of persons served by Grant Funds; and

B. With respect to all matters covered by this Subrecipient Agreement, the Subrecipients shall make records available for examination, audit, inspection, or copying at any time during normal business hours and as often as the City, State, U.S. Department of Housing and Urban Development, representatives of the Comptroller General of the United States, or other federal agency may require. The Subrecipients shall permit excerpts or transcriptions to be made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or federal.

8. **Agreement Term.** This Subrecipient Agreement is effective on the last date signed by a party hereto and will terminate on June 30, 2018, unless otherwise cancelled or amended according to its terms.

9. **Subrecipients' representations.** Each Subrecipient represents the following to the City:

A. The Subrecipient is qualified to participate in the ESG, has the requisite expertise and experience in the provision of an emergency solutions program for homeless individuals or families, and is willing to use Grant Funds to operate such a program.

B. The Subrecipient will provide services under this Subrecipient Agreement in a competent, professional, and satisfactory manner in accordance with the ESG.

10. **Default.**

A. Any breach of any representation or other provision of this Subrecipient Agreement will constitute a default. A default by a Subrecipient also will consist of any of the following:

(1) Use of Grant Funds for a purpose other than as authorized herein;

(2) Noncompliance with the Act or the requirements of the Interim Rule published at 24 CFR Parts 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached as Attachment A; or

(3) Failure to maintain detailed financial records concerning the use of the Grant Funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the Section of this Subrecipient Agreement which the non-defaulting party believes was breached. The defaulting party will have fourteen (14) calendar days from the date notice was given to cure or remedy the default. During any such period following the giving of notice, the non-defaulting party may suspend performance under this Subrecipient Agreement until the defaulting party gives written assurances to the non-defaulting party, deemed reasonably adequate by the non-defaulting party, that the defaulting party will cure or remedy the default and remain in compliance with its duties under this Subrecipient Agreement.

C. If the defaulting party is the City, and it fails to cure or remedy the default as provided herein, the non-defaulting party may exercise any right, power, or remedy granted to it pursuant to this Subrecipient Agreement or applicable law.

D. If the defaulting party is a Subrecipient, and it fails to cure or remedy the default as provided herein, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

- (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
- (4) Reduce or recapture the Grant Funds authorized herein;
- (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
- (6) Exercise other appropriate action including, but not limited to, any remedial action legally available.

E. A Subrecipient shall make any reimbursement required by this Section no more than thirty (30) days after the City directs such reimbursement.

11. Indemnification. Each Subrecipient shall indemnify and defend the City, its agents, employees, officers, and elected officials against all claims or liability whatsoever, including attorney's fees and costs, resulting from the Subrecipient's activities under this Subrecipient Agreement, except for those resulting from the willful misconduct or negligence of the City or its agents, employees, officers, or elected officials. This section will survive the termination of this Subrecipient Agreement.

12. Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Subrecipient Agreement creates any association, partnership, joint venture, or agency relationship between them.

13. Third Party Beneficiaries. This Subrecipient Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

14. Assignment. The Subrecipients shall not assign, convey or otherwise transfer any of their rights, duties, or obligations under this Subrecipient Agreement to another person or entity without the express written consent of the City and authorization of DHS. In the event any Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties, or obligations under this Subrecipient Agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties or obligations.

15. Entire Agreement; Amendments in Writing. This Subrecipient Agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this Subrecipient Agreement, and may not be amended except by a writing signed by all parties. All attachments to this Subrecipient Agreement are incorporated herein by this reference thereto.

16. Dispute Resolution and Governing Law. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, jointly shall 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, any party may file and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign, Illinois. The laws of the State of Illinois will govern any and all actions to enforce, construe, or interpret this Subrecipient Agreement.

17. Notices. The parties shall give all notices required or permitted by this Subrecipient Agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

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

18. Waiver. Any party's failure to enforce any provision of this Subrecipient Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this Subrecipient Agreement is valid only if in writing and signed by the parties.

19. Compliance with Laws and Regulations.

A. The Subrecipients shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as amended from time to time, including without limitation the Act; the ESG Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; and Attachment A.

B. The Subrecipients shall comply with the State required certifications provided for in the Grant Agreement and attached as Attachment B. These certifications are in addition to any certifications required by any federal funding source as set forth in this Subrecipient Agreement. The Subrecipients' execution of this Subrecipient Agreement will serve as their attestation that the certifications made herein are true and correct.

20. Interpretation. The parties shall construe this Subrecipient Agreement according to its fair meaning and not strictly for or against any party.

21. Counterparts. The parties may sign this Subrecipient Agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.

CITY OF URBANA, ILLINOIS:

BY: *Diane Wolfe Marlin*
Diane Wolfe Marlin, Mayor

DATE *10-23-17*, 2017

ATTEST: *Charles A. Smyth*
Charles A. Smyth, City Clerk



CRISIS NURSERY

BY: *Stephanie Record*
Name: *Stephanie Record*
Title: *Executive Director*

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