

RESOLUTION NO. 2021-12-049R

**A RESOLUTION APPROVING A FUNDING AGREEMENT
CU AT HOME WINTER SHELTER**

(FY 2021-2022)

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, CU at Home (the “Participating Organization”) has heretofore expressed their intent to operate two low-barrier winter shelters for their respective emergency shelter program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$50,000 in City general funds to the Participating Organization, so as to operate and administer two low-barrier winter shelters (one for men and one for women experiencing homelessness), in substantially the same form 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 substantially 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 13th day of December, 2021.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAYS:

ABSTENTIONS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 16th day of December, 2021.

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

CU AT HOME WINTER SHELTER FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	CU at Home
Grantee Address	70 E. Washington St, Champaign, IL 61820
Program Name:	Low-Barrier Winter Shelter

Background

This funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The City will disburse the funds to the grantee as follows:

1. **Grant Award.** Subject to the terms of this agreement, the City shall provide up to \$50,000 ("Grant Funds") in general funds in the form of a grant for use in operating and administering one low-barrier winter homeless shelter for men, and one low-barrier winter homeless shelter for women. The men's shelter will consistently offer a minimum of 15 beds per night. The women's shelter will consistently offer a minimum of five beds per night.

2. **Allowable Costs.** The Grantee shall use Grant Funds only for the following costs of providing essential services to homeless individuals in low-barrier emergency shelters and operating low-barrier emergency shelters:

A. **Maintenance (including minor or routine repairs), facility rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of low-barrier emergency shelters.**

3. **Disbursement.** The City will disburse the funds as requested in an amount **not to exceed \$50,000** in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.

4. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

5. **Term.** The Grantee represents to the City that the shelters will operate beginning December 20, 2021 and shall terminate on April 15, 2022 unless otherwise extended in a written modification to this contract executed by the City and Grantee. The agreement shall commence on the date the shelters formally open and terminate on the date the shelters close, or June 30, 2022, whichever comes first.

6. **Grantee Duties.**

A. The Grantee shall:

(1) Maintain detailed financial records that show the eligible essential services costs and shelter operating costs;

(2) Submit monthly reports to the City no later than ten (10) days after the end of the month; 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 winter shelter;
- (4) Provide information for an Annual Performance Report within required timeframes;
- (5) Submit monthly Financial Status Reports to the City using the format provided by the City;
- (6) Gather 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;
- (7) Submit monthly Client Statistics Reports to the City using the format provided by the City;
- (8) Use required forms to show participant eligibility;
- (9) Maintain adequate documentation to demonstrate the homeless eligibility of persons served by Grant Funds; and
- (10) Allow representatives of the City to inspect facilities used in connection with this Funding Agreement or which implement programs funded under this Funding Agreement and to observe the provision of services.

B. With respect to all matters covered by this Funding Agreement, the Grantee shall make records available for examination, audit, inspection, or copying at any time during normal business hours and as often as the City may require. The Grantee 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 Funding 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.

7. **Governance.** The Grantee shall establish a steering committee to oversee the operation of the winter shelter. The committee shall include at least one representative designated by the Executive of each funding organization, including the City. The committee will meet regularly with the following responsibilities:

- A. Review reports.
- B. Approve intake and exit policies prior to shelter opening.
- C. Approve significant changes in staffing.
- D. Approve changes to programs prior to implementation.

8. **Reporting.** The Grantee will send a report to the steering committee and the Champaign County Continuum of Service Providers to the Homeless at least monthly. The report should contain the following information:

- A. Daily census in the men and women's shelter including number, gender, race/ethnicity, and age.
- B. Number and demographics of individuals denied shelter as well as written reason for denial.
- C. Staffing status (any vacancies, trainings attended in the last month).
- D. Any days the winter shelters were closed and why.

9. **Homeless Management Information System (HMIS).** The Grantee shall enter complete participant data into the Countywide HMIS system in a manner that is consistent with all applicable HMIS policies and procedures as established by the U.S. Department of Housing and Urban Development and the Champaign County Continuum of Service Providers to the Homeless. Data shall be entered weekly and be complete as required by all applicable policies and procedures.

10. **Nondiscrimination.** No person shall be excluded from participation in the low-barrier shelter the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

11. **Termination.** If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

12. **Default.**

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

- (1) Use of Grant Funds for a purpose other than as authorized herein;
- (2) 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 Funding Agreement that 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 Funding 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 Funding Agreement.

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

D. If the defaulting party is the Grantee, 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 Grantee to submit progress schedules for completing approved activities;
- (2) Direct the Grantee to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- (3) Direct the Grantee to suspend, discontinue, or not incur costs for the affected activity;
- (4) Reduce or recapture the Grant Funds authorized herein;
- (5) Direct the Grantee 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. The Grantee shall make any reimbursement required by this Section no more than thirty (30) days after the City directs such reimbursement.

13. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

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

15. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

16. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

17. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except in writing signed by both parties.

18. **Dispute Resolution and Governing Law.** In the event of a dispute between the parties to this Funding 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 Funding Agreement.

19. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices shall be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this Section, or by a notice delivered by another method in accordance with this Section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this Section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by written notice.

Grantee

Melissa Courtwright
Executive Director
CU at Home
70 E. Washington St.
Champaign, IL 61820
melissa@cuathome.us

City of Urbana

Sheila Dodd
Interim Director, Department of Community
Development Services
City of Urbana
400 S. Vine St.
Urbana, IL 61801
sedodd@urbanaillinois.us

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

21. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

22. **Counterparts.** The parties may sign this 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.

CU at Home

City of Urbana, Illinois

By: Melissa Courtwright
Name Melissa Courtwright
Executive Director

Date: 12/13, 2021

By: Diane Wolfe Marlin
Diane Wolfe Marlin
Mayor

Date: 12/14/2021, 2021

By: Rob Dalhaus III
Name Rob Dalhaus III
Title

Date: 12/13, 2021

Attest:

Phyllis D. Clark
Phyllis D. Clark
City Clerk

