

RESOLUTION NO. 2022-10-083R

A RESOLUTION APPROVING A CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA AND THE CITY OF CHAMPAIGN (HOUSING AND HOMELESS INNOVATION CONSOLIDATED APPLICATION)

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, the City of Champaign and the City of Urbana have identified the need to partner on a joint funding application process; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for units of local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5ILCS 220/1-220/9) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract.

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

Section 1. That an Intergovernmental Agreement pertaining to a Joint Consolidated Application and Review Process for Housing and Homeless Innovations, between the City of

Urbana and the City of Champaign, 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 Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

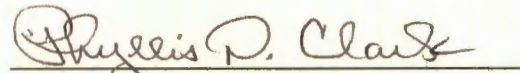
This Resolution is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED by the City Council this 24th day of October, 2022.

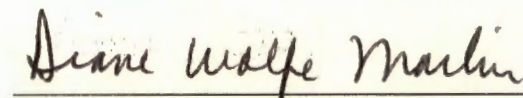
AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None

ABSTAINS: None


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 25th day of October, 2022.


Diane Wolfe Marlin, Mayor



INTERGOVERNMENTAL AGREEMENT
FOR HOUSING AND HOMELESS INNOVATIONS JOINT/CONSOLIDATED
APPLICATION AND REVIEW PROCESS

THIS INTERGOVERNMENTAL AGREEMENT FOR HOUSING AND HOMELESS INNOVATIONS JOINT/CONSOLIDATED APPLICATION AND REVIEW PROCESS is made by and between the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation (“**Urbana**”) and the CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS (“**Champaign**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Urbana and Champaign collectively and the term “**Party**” is sometimes used to refer and identify either Urbana or Champaign individually. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

WHEREAS, Urbana is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, Champaign is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the exercise of such powers by each of the Parties is further supplemented by Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (collectively, the “**Acts**”); and

WHEREAS, the Parties individually administer grant programs which allocate funds for Housing and Homeless Innovations within their respective communities; and

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement for purposes of coordinating a joint/consolidated application process for applicants to access such grant funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Urbana and Champaign agree as follows:

Section 1. Application Process and Review. Staff from Urbana and Champaign will jointly collaborate on drafting an application for applicants to access Housing and Homeless Innovations grant funds available in Urbana and Champaign. Staff from Urbana and Champaign will jointly collaborate on drafting a scoring rubric for scoring applications submitted for such grant funds. The scoring rubric will be designed for the purpose of allocating and awarding grant funds for projects or programs that will meet one or more of the 2020-2024 Consolidated Plan goals of either Urbana or Champaign, the HOME ARP goals, or the City Council goals of either the Urbana City Council or Champaign City Council related to Housing and Homeless Innovations.

The following sources of grant funds may be accessed through the joint/consolidated application and review process:

Source	Program	Amount
City of Champaign General Fund	Housing Gaps	\$2,200,000
City of Champaign CDBG	TBRA Program Management	\$175,000
Urbana HOME Consortium	TBRA Rent Subsidy	\$285,000
Urbana HOME Consortium: HOME-ARP	non-congregate shelter, support services, creation of affordable housing units	\$2,697,000
City of Urbana	ARPA (not secured)	\$500,000
Total		\$5,857,000

This Agreement does not require each Party to guarantee that the amounts shown be available and allocated through the process outlined herein. Each Party is not required or obligated to allocate all funds available to it within the process outlined herein.

Section 2. Submission of Applications. Urbana shall host an online application portal and scoring system through its Community Development Division software, Neighborly, for the online submission and scoring of applications seeking to access the grant funds set forth in Section 1. Urbana shall be responsible for the costs associated with hosting the Neighborly application portal, which shall be paid through its HOME ARP funding. Urbana, as the host and administrator of the software, will provide appropriate access to Urbana and Champaign staff on the review and evaluation committee. Such access will be provided through the review and awarding phases of the application process.

Champaign's access to the portal shall be as a "user" only and be subject to any applicable rules and guidelines associated with such access. If Champaign desires to use the portal as a tool for pay requests and/or monitoring of awards of funds through its programs described in Section 1, Champaign will purchase Administrator licenses to have such access to the portal. In the event Champaign purchases Administrator licenses, Champaign shall be subject to any rules and guidelines associated with such access.

Paper applications will be accepted. Paper applications may be submitted at Urbana City Hall and Champaign City Hall. Paper applications received at Champaign City Hall will be delivered to Urbana on a weekly basis and for a final time on December 13, 2022. Any paper applications received by Urbana will be entered into the portal by the next business day after receipt.

Applications shall be received during the period of November 4, 2022, through December 12, 2022.

Section 3. Review of Applications. Upon the close of the application submission period, the review committee shall review, evaluate and score the applications received. The review, evaluation and scoring shall be conducted according to the rubric drafted by the committee. The review and evaluation of applications shall be conducted during the period of December 12, 2022, through December 16, 2022. At the conclusion of the review, evaluation and scoring of

applications, each application shall be recommended for a particular funding source described in Section 1.

Section 4. Allocation and Award. Upon all applications being reviewed, evaluated, scored and recommended for a particular funding source, staff of each Party shall independently rank, according to the applicant's score, those applications which have been recommended for each funding source administered by such Party. Each Party shall be responsible for negotiating agreements with the selected applicants for those applications that will receive funds administered by such Party. If a recommended application does not result in an agreement, the next highest ranked application may be recommended for an allocation and agreement. Any agreement reached by a Party for an allocation and award from its particular funding sources shall be administered and monitored solely by such Party.

If an application is for a project or program that may be funded by both Parties, each Party shall independently negotiate an agreement for an allocation and award from its particular funds. However, the Parties may coordinate monitoring such project or program.

Section 5. Website, FAQs/email. Champaign shall host a webpage for the Housing and Homeless Innovations Joint/Consolidated Application contemplated by this Agreement. The webpage shall include the following: a link to the application portal; an FAQ section concerning the application; a video tutorial on completing the application; and any other relevant information for completing and submitting an application. Champaign shall provide a distinct email account specifically for the application contemplated by this Agreement. Access to such email account shall be provided to Urbana staff involved in the joint application and review process. Champaign shall be responsible for monitoring and replying to all emails received through such email account.

Section 6. Access to Documents, FOIA. Each Party shall provide the other with access to documents and records related to the joint application process as necessary to comply with the Freedom of Information Act (5 ILCS 140/1 et seq.) and other state and federal laws. Each party will retain documents in accordance with the appropriate retention requirements under the Illinois Local Records Act (50 ILCS 205/1 et seq.) and other state and federal laws.

Section 7. Marketing. Both Parties shall provide marketing and promotions for the Housing and Homeless Innovations Joint/Consolidated Application, including marketing messages on each of their websites, local government television channels and social media accounts. The Parties shall coordinate joint press releases and advertisements.

Section 8. Workshops. The Parties shall co-host two recommended workshops concerning the Housing and Homeless Innovations Joint/Consolidated Application. The workshops shall include application instructions and guidance, as well as information regarding Champaign's Diversity Enhancement Program ("CDAP"). One workshop shall be held in the City of Champaign Council Chambers and one workshop shall be held at the Urbana Free Library.

Section 9. Progress Reports. Each Party shall prepare quarterly written reports, starting in April 2023, concerning the projects or programs which have received funding pursuant to subrecipient agreements for grant funds described in Section 1. Each Party shall share its quarterly reports with the other Party.

Section 10. Contacts. The Parties' contacts for purposes of implementing and addressing any portion of this Agreement are:

FOR URBANA:
Sheila Dodd
Interim Director
Community Development Services
City of Urbana
400 S. Vine Street
Urbana, IL 61801

FOR CHAMPAIGN:
Jennifer Carlson
Programs Manager
Neighborhood Services Department
City of Champaign
102 N. Neil Street
Champaign, IL 61820

With a copy to:
City Administrator
City of Urbana
400 S. Vine Street
Urbana, IL 61801

With a copy to:
City Manager
City of Champaign
102 N. Neil Street
Champaign, IL 61820

Section 11. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company or organization any legal or equitable right or benefit of any nature whatsoever under or by reason of this Agreement.

Section 12. Term. This Agreement shall be valid upon its execution and for the duration of time necessary to execute subrecipient agreements awarded to applicants chosen for funding from the funding sources identified in Section 1.

Section 13. Entirety of Agreement. This Agreement sets forth the entire understanding of the Parties regarding the subject hereof and supersedes all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes or modifications to this Agreement shall only be made by mutual agreement between the parties and shall be in writing. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited from such term. Any terms or conditions contained in this Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, the each of Parties hereto have caused this Agreement to be executed and delivered by each of their respective duly authorized officers as of the date set forth below.

CITY OF URBANA,
CHAMPAIGN COUNTY, ILLINOIS

By: Sean Wayne Maulin
Mayor

ATTEST:
Shyllis D. Clark
City Clerk

Date: 11/4/2022

CITY OF CHAMPAIGN,
CHAMPAIGN COUNTY, ILLINOIS

By: David Applegate
City Manager

ATTEST:
[Redacted Signature]
City Clerk

Date: 11/3/2022

As approved by City Attorney:

By: Kathryn Cataldo
Assistant City Attorney
(CB 2022-177)

INTERGOVERNMENTAL AGREEMENT
FOR HOUSING AND HOMELESS INNOVATIONS JOINT/CONSOLIDATED
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IN WITNESS WHEREOF, the each of Parties hereto have caused this Agreement to be executed and delivered by each of their respective duly authorized officers as of the date set forth below.

CITY OF URBANA,
CHAMPAIGN COUNTY, ILLINOIS

By: *Gene Wayne Mauldin*
Mayor

ATTEST:
Thyllis D. Clark
City Clerk

Date: *11/4/2022*

CITY OF CHAMPAIGN,
CHAMPAIGN COUNTY, ILLINOIS

By: *Scott Applegate*
City Manager

ATTEST:
Sharon Meyer
City Clerk

Date: 11/3/2022

As approved by City Attorney:

By: *Kathryn Cataldo*
Assistant City Attorney
(CB 2022-177)