

RESOLUTION NO. 2023-02-006R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT**

(Champaign County Regional Planning Commission TBRA FY 2022-2023)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Planning Commission, 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.

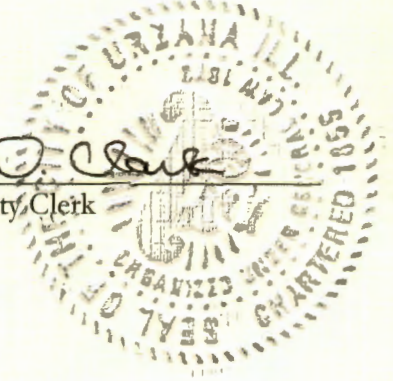
PASSED BY THE CITY COUNCIL this 13th day of February, 2023.

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

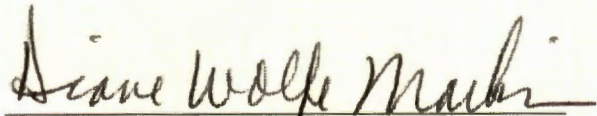
NAYS: None

ABSTAINED: None


Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 14th day of March, 2023.


Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(CCRPC TBRA FY 2022/2023)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the “**AGREEMENT**”, is 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 “**GRANTOR**”), and CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION (hereinafter “**CCRPC**”).

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-Gonzalez 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 to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “**Consolidated Plan**”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “**Intergovernmental Agreement**”); and

WHEREAS, CCRPC has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households (hereinafter the “**TBRA PROGRAM**”); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the area median family income; and

WHEREAS, CCRPC desires to serve as a manager of the TBRA PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the GRANTOR has determined that the TBRA PROGRAM is eligible for funding under the HOME Program; and

WHEREAS, the GRANTOR has determined that the required private matching funding to cover the cost of the TBRA PROGRAM is available through excess match; and

WHEREAS, CCRPC has been fully informed regarding all requirements or obligations that must be met by CCRPC in order to utilize HOME Program funds for the TBRA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the area median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, CCRPC, having been fully informed regarding the requirements of the HOME Program, is committed to starting the TBRA PROGRAM with the assistance of HOME Program funds on or before February 14, 2023 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTOR agrees to provide CCRPC an amount not to exceed **\$150,000** from its Federal Fiscal Year FY 2022-2023 HOME Program funding carryover to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by HUD on an annual basis as part of the TBRA PROGRAM. CCRPC shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA PROGRAM in the manner described below:

- (a) CCRPC shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA PROGRAM to the lease termination for each client.
- (b) CCRPC shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) CCRPC shall incorporate the sample documents for the TBRA PROGRAM as described in the "Program Manual" attached hereto and by reference made a part hereof.

Section 2: Affordability

CCRPC shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CCRPC shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CCRPC is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by HUD annually and the TBRA PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and CCRPC has submitted all necessary demographic and financial information to the GRANTEE.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$150,000** for eligible costs as described in 24 CFR 92.209.

The GRANTOR and CCRPC agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance, security deposit payments, case management, and inspection costs. Administrative costs are not eligible and, as such, will not be reimbursed by the GRANTOR.

CCRPC agrees to adhere to the tenant selection policies outlined in the “Program Manual” in “Attachment 1”. All clients served must meet the income guidelines at or below 60 percent of the Area Median Family Income, as published by HUD each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

List of Documents

The following documents have been added to or made a part hereof by reference:

Attachment 1 – Program Manual

Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”

Section 4: Housing Unit Standards

CCRPC agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the “Program Manual” and must also be reinspected on an annual basis.

Section 5: Other TBRA PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

CCRPC agrees that there shall be no discrimination against any person who is employed in carrying out the TBRA PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, 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. CCRPC further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.

2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
3. 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 GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Conflict of Interest

CCRPC guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. CCRPC agrees that no members of the governing body of the locality in which CCRPC is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by HUD, CCRPC agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of CCRPC and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision-making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of CCRPC, may occupy a HOME- assisted affordable housing unit in a project.

C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the

tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

D. Termination of Tenancy

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to CCRPC and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

E. Air and Water

CCRPC agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- 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; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 6: Records and Reports

A. Records

CCRPC authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCRPC will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2028). Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbusement of expenses. CCRPC shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by

CCRPC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours and as often as the GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. CCRPC will permit same to be examined and excerpts or transcriptions 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 AGREEMENT. The GRANTOR's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. CCRPC shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Tenant Based Rental Assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

B. Reports

CCRPC agrees to submit to the GRANTOR the reports as described in this section. CCRPC will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2030). Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, and documentation of household income eligibility.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article I, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to CCRPC of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct CCRPC to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
- (b) Direct CCRPC to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;

- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CCRPC to reimburse the GRANTOR's HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT, and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CCRPC of the GRANTOR's written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any CCRPC default.

Unless the CCRPC's default is waived, the GRANTOR may, upon twenty-four (24) hour's written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of CCRPC's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the CCRPC and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 8: Request for Disbursement of Funds

CCRPC shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to CCRPC within fourteen (14) calendar days of receipt of a complete and acceptable request by the CCRPC. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "CCRPC, Inc." All monies granted to CCRPC pursuant to this AGREEMENT shall be expended by **June 30, 2025**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2025; or five years after project completion when all files may be destroyed in accordance with State and Federal law.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA PROGRAM in excess of the

funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the CCRPC's compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE III: CERTIFICATIONS

CCRPC represents the following with respect to this AGREEMENT.

- A. CCRPC possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA PROGRAM as described herein.
- B. The governing body of CCRPC 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 CCRPC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCRPC, its successors and assigns, agrees to develop and operate the TBRA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. CCRPC agrees to give maximum feasible priority to very low-income persons when administering the TBRA PROGRAM described herein.
- E. CHAMPAIGN COUNTY may contribute to or utilize excess match accumulated by Consortium members. Any new CHAMPAIGN COUNTY match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.
- F. CCRPC 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 TBRA PROGRAM. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines 24 CFR Part 200. CCRPC shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.
- G. CCRPC 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 CCRPC receives Federal financial assistance.
- H. CCRPC 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.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCRPC, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, 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 GRANTOR, 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, CCRPC will complete and submit Standard Form-J.L.L., "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- J. CCRPC 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 PROGRAM.
- K. CCRPC 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. CCRPC shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- L. CCRPC 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, or agents of CCRPC, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this TBRA PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR 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 CCRPC shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- M. CCRPC shall have full control of the ways and means of performing the services referred to herein. CCRPC acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

ARTICLE IV: NOTICES

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

TO THE GRANTOR: Sheila Dodd, Manager
Grants Management Division
400 South Vine Street
Urbana, Illinois 61801

TO: Dalitso Sulamoyo, Chief Executive Officer
CCRPC
1776 E. Washington St.
Urbana, IL 61802

ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the TBRA PROGRAM as described herein, is contingent upon the signing of GRANTOR and CCRPC.

ARTICLE VI: ASSIGNMENT

CCRPC shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

ARTICLE VIII: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the GRANTOR and CCRPC, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a Subrecipient, funded by HUD.

ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by CCRPC under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the CCRPC's performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CCRPC to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CCRPC's records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

ARTICLE XI: INDEMNIFICATION

CCRPC shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer, or incur or be required to pay by reason of:

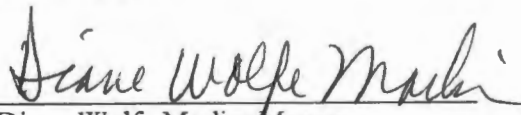
- A. The loss of any monies paid to CCRPC;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted, or subcontracted by CCRPC; or
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of CCRPC or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers, and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to CCRPC by registered or certified mail addressed to CCRPC. Upon receipt of such notice, CCRPC, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by its officers as of the date first written above.

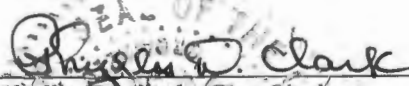
GRANTOR:




Diane Wolfe Marlin, Mayor

CCRPC:

Dalitso Sulamoyo, Chief Executive Officer



Phyllis D. Clark, City Clerk



STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dalitso Sulamoyo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of CCRPC, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2023.

Notary Public



SUBRECIPIENT AGREEMENT

**DESIGNATING CHAMPAIGN COUNTY RPC, ILLINOIS
AS A SUBRECIPIENT OF HOME PROGRAM FUNDS
Tenant Based Rental Assistance Program**

THIS SUBRECIPIENT AGREEMENT is entered into and shall be effective as of the 15 day of December, 2022 by and between the City of Urbana, Illinois, hereinafter referred to as ("URBANA"), lead entity for the Urbana HOME Consortium, and Champaign County RPC, hereinafter referred to as ("COUNTY"), a member of the Urbana HOME Consortium and a subrecipient of HOME funds.

WITNESSETH:

WHEREAS, the National Affordable Housing Act ("Act") makes possible the allocation of HOME Investment Partnerships funds to the Urbana HOME Consortium for the purpose of undertaking only housing activities specified in Title II of the Act; and

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

"(A) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 IL-CS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL AGREEMENTS. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency or any other State or of the United States to the extent that laws of such other State or of the United States do not prohibit joint exercise or enjoyment."

"Section 5. INTERGOVERNMENTAL CONTRACTS. 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 part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

WHEREAS, the parties hereto have authorized the execution of this AGREEMENT, as an exercise of their respective powers and other governmental authority, and, as an exercise of their

Intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois;
and

WHEREAS, URBANA, CHAMPAIGN and CHAMPAIGN COUNTY have entered into a Cooperative Agreement to form the Urbana HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, URBANA is the lead agency of the Consortium, and is designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, URBANA and CHAMPAIGN COUNTY have determined that it is mutually beneficial to have Champaign County disburse HOME funds for HOME-eligible activities in Champaign County; and

WHEREAS, in accordance with HOME regulations, CHAMPAIGN COUNTY must be designated as a HOME Subrecipient in order to directly execute contracts for HOME funded activities; and

WHEREAS, CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION (RPC) will administer and manage HOME funded activities on behalf of CHAMPAIGN COUNTY.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1. Terms of Project/Use of HOME funds/Scope of Services

The express purpose of this Agreement is to provide RPC with HOME funds which will be used by RPC for the purpose of administering HOME-eligible activities in the CHAMPAIGN COUNTY, who identified funding priorities for the HOME Tenant Based Rental Assistance Program, the funds for which shall be reimbursed to RPC by URBANA, as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

As a subrecipient, RPC may contract with other entities to perform HOME eligible activities in accordance with 24CFR 92.205 for the HOME Tenant Based Rental Assistance Program. Other HOME-eligible activities RPC desires to engage in must be approved by URBANA in advance of any contract being executed. Projects undertaken pursuant to this AGREEMENT must comply with project requirements provided in 24 CFR 92 subpart F, as applicable in accordance with the type of project assisted. A project approval letter from URBANA to CHAMPAIGN COUNTY will evidence URBANA approval.

2. Definitions

- a. "Activity": An address-specific, eligible use of HOME funds for which an income eligible beneficiary has been or will be identified.
- b. "Median Family Income" or "MFI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median

household income range and one-half being above the median household income range) for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- c. "HUD": The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.
- d. "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- e. "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 80% of the area median income limit using the Part 5 definition of income at program intake. All household incomes must be verified using source documents and/or third party verification before assistance is provided and reexamined at least annually.
- f. "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the URBANA as provided by local and HUD regulations
- g. "Monitoring Agency": The City of Urbana Grants is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- h. "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by RPC directly generated from the use of HOME funds or Matching Contributions.
- i. "Project": The activity or group of activities covered by this Agreement as part of an Owner Occupied Rehabilitation Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- j. "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; RPC has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.

3. Budget

RPC will be awarded **\$150,000 HOME Allocation** in HOME funds to reimburse eligible expenses for tenant based rental assistance program as detailed in [24 CFR 92.205, 206]; [92.2 and 92.254.]

In the event that HUD reduces the HOME allocation to the Consortium, the CHAMPAIGN COUNTY allocation will be reduced proportionately. HOME Funds shall be utilized in accordance with the budget attached' hereto as Exhibit A and incorporated by reference.

URBANA shall distribute to RPC a portion of the total funds received by URBANA under the HOME Program, and in consideration of CHAMPAIGN COUNIY'S undertaking to perform the HOME Tenant

Based Rental Assistance Program and incur eligible expenses as permitted in 24 CFR 92.206. Eligible expenses do not include luxury items or off-site infrastructure.

RPC may contribute to or utilize excess match accumulated by Consortium members. Any new RPC match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.

4. Roles and Responsibilities

RPC and URBANA shall at all times obey and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and RPC shall perform all acts with responsibility to the URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

5. Duration of Agreement

This AGREEMENT shall be in effect until June 30, 2026, or until all HOME funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development ("HUD") for Program Year 2016-2017, have been expended, returned, or otherwise accounted for to the satisfaction of HUD, whichever is longer.

If RPC is delayed in the completion of the PROGRAM by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the Program.

URBANA shall consider the request and make determinations on, an extension of time for completion of the PROGRAM as URBANA in its sole discretion deems, necessary for completion of the Tenant Based Rental Assistance Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify RPC of the time extension granted, or of its denial of such request.

6. General Program Requirements

RPC understands that URBANA will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD).

URBANA and RPC agree to take all required actions to assure compliance with URBANA's certification as to and the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Sec. 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended, and other applicable Federal and State laws.

RPC agrees that all HOME-eligible activities funded through this AGREEMENT shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between RPC and another entity for the use of HOME funds pursuant to this AGREEMENT for

homebuyer, housing rehabilitation and rental rehabilitation programs, shall comply with all applicable HOME regulations. Housing assisted with HOME funds must meet the affordability requirements of Sec. 92.252 or Sec. 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period, and shall be enforced by deed restriction for the applicable period of affordability. The form of the contract for each program shall be approved by URBANA in advance of its execution.

Repayment of HOME funds or recaptured HOME funds recovered from such projects may be retained by RPC for additional eligible activities. RPC is required to follow URBANA's requirements, including requirements for income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, homebuyer program policies, and affordability requirements.

All notices, writings, correspondences, etc., as required by this AGREEMENT shall be directed to URBANA and RPC as follows:

URBANA:

Manager, Grants Management Division
400 S. Vine St.
Urbana, IL 61801

**CHAMPAIGN COUNTY REGIONAL
PLANNING COMMISSION:**

Community Services Director
1776 E Washington
Urbana, IL 61802

7. Records and Reports

RPC shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations.

To the extent permitted by law, RPC will also permit access to all books accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508 (c), whichever is longer.

RPC and URBANA will cooperate in the preparation of, and will furnish all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the consolidated annual performance evaluation report (CAPER) and quarterly reports required by URBANA. The quarterly reports shall include a breakdown of the RPC HOME projects and provide information regarding the status of each project's progress toward completion including the percentage of work completed and expected completion date.

RPC agrees to defend, indemnify, and hold harmless URBANA and its officers, employees, and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of facts or omissions of RPC in the performance of the scope of work except those arising by reason of the sole negligence of URBANA, its officers, employees or agents.

URBANA agrees to defend, indemnify, and hold harmless RPC and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of URBANA in the performance of the scope of work except those arising by reason of the sole negligence of RPC, its officers, employees or agents.

8. Other Federal Requirements

RPC hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. RPC shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- a. The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME Tenant Based Rental Assistance Program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- b. Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, nor national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 USC. 6101); 24 CFR 5.1056).
- c. Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR ~ 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41CFR Chapter 60), which provides 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 construction contracts.
Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure 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. Required completion of EEOC Certification form is provided as Exhibit K to this agreement.
- d. Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- e. Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. RPC warrants it will comply with Section 504 requirements and has a process for doing so, including:

- Providing information materials in alternative formats (large print, on tape, etc.);
 - Communicating with hearing impaired applicants; and
 - Making reasonable accommodations to applicants with disabilities.
- f. § 92.356 Conflict of Interest: Recipients must immediately report to Urbana any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME-assisted program or in a HOME-assisted property.
- g. No officer, employee, agent, consultant, elected official or appointed official of RPC or its designees or agents, member of the governing body of (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.
- h. Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds.
- i. Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353, URBANA assigns to RPC the responsibilities of 24 CFR Part 35 and RPC is the designated party for all lead based paint compliance issues. As needed, HOME-funded recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- j. Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- k. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally-conducted programs and activities.

- I. Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the RPC certifies, to the best of his or her knowledge and belief, that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any RPC, 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 Agreement, 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 Agreement, 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 RPC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the RPC shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.
 - The undersigned representative of the RPC shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, agreements) and that RPC shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- m. Uniform Administrative Requirements: RPC shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- Procurement, Finances, Administration. RPC shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
 - Audits. RPC shall adopt the audit requirements in accordance with 2 CFR Part 200 if RPC expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may

arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of RPC. URBANA may make an examination of RPC's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.

- Cost Principles and Eligible Costs. RPC shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- RPC shall permit the authorized representatives of the URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of RPC relating to its performance under the Agreement.

9. Miscellaneous Provisions

- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or RPC from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without RPC approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and RPC.
- b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- c. ASSIGNMENT. Except as provided per Rights To Subcontract hereof, RPC shall not assign this Agreement or any part thereof and RPC shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of URBANA having first been obtained.
- d. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- e. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- f. Unless determined by the URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements as prescribed herein RPC agrees that, pursuant to 24 CFR 570.501(b), RPC is subject to the same requirements applicable to subrecipients, including the requirement for a written AGREEMENT set forth in 24 CFR 570.503.

- g. Funds identified as Program Income and collected by RPC shall be accounted for and reported to URBANA on a quarterly basis. URBANA will report to HUD on the use of any program income. Any program income generated by RPC may be retained for additional eligible activities. Ten percent of each eligible Program Income receipt may be used by RPC for administrative expenses, provided that administrative expenses with documentation are included on the invoice at the same time the Program Income is reported. RPC shall comply with all rules and regulations for the appropriate record keeping in relation to the generation of any program income.

Funds identified as Recapture or Repayment are not eligible for the ten percent administrative set-aside, per 24 CFR 92.503, Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by the participating jurisdiction except for repayments of project specific community housing development organization loans which are waived in accordance with §§92.301(a)(3) and 92.301.

- i. **Repayments.** Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section. HUD will instruct the participating jurisdiction to either repay the funds to the HOME Investment Trust Fund Treasury account or the local account. Generally, if the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction at the time the repayment is made, the funds must be remitted to HUD, and reallocated in accordance with 592.454.
- ii. **Recaptures.** HOME funds recaptured in accordance with §92.254(a)(5)(ii) must be used in accordance with the requirements of this part. Recaptured funds must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient, subrecipient, or community housing development organization to retain the recaptured funds for additional HOME projects pursuant to the written agreement required by §92.504.
- h. RPC shall pay to URBANA an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-HOME funds, where applicable), of any property acquired or improved with HOME funds which RPC sells or transfers for a use which does not qualify under HOME regulations. Any transfer of property prior or subsequent to closeout, change of status of RPC or termination of this AGREEMENT shall be returned to URBANA for reprogramming for eligible activities in any part of the CHAMPAIGN\URBANA\CHAMPAIGN COUNTY HOME Consortium as URBANA determines best.

10. Disbursements

RPC may not request disbursement of funds until the funds are needed for payment of eligible costs. RPC shall inform and account to URBANA for any income generated by the expenditure of HOME funds received by the Consortium member, such as the repayment of a loan of HOME funds. Any program income received by any of the parties may be used for eligible activities in accordance with all HOME requirements that apply. Any Program Income received by RPC shall be reported to URBANA at the time of receipt. Program Income must be fully disbursed before RPC requests additional HOME funds from URBANA.

11. Withdrawal from Consortium

If RPC withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at RPC's request and with HUD approval URBANA shall transfer to RPC any accounts receivable attributable to RPC's allocation of HOME funds, any RPC allocation of HOME funds and any Program Income attributable to RPC's HOME allocation on hand at the time RPC withdraws from the Consortium. Along with this transfer, RPC shall assume all obligations and responsibilities attributable to such funds.

12. Reversion of Assets

If RPC withdraws from the Consortium or fails to perform in compliance with the program requirements, and does not become a HOME Participating Jurisdiction, or upon expiration of the AGREEMENT, any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds are subject to reversion to URBANA. URBANA shall retain any accounts receivable attributable to the RPC's allocation of HOME funds, any RPC allocation of HOME funds, and any Program Income attributable to RPC's HOME allocation on hand at the time RPC withdraws from the Consortium. URBANA shall retain all obligations and responsibilities attributable to such funds.

13. Breach

As specified in 24 CFR Part 85.43 breach of this AGREEMENT may result in the suspension or termination of RPC as a subrecipient of HOME funds.

14. Participation in Other Programs

CHAMPAIGN COUNTY and RPC understands that by executing this AGREEMENT it may not participate in a HOME Consortium except through URBANA regardless of whether URBANA receives a HOME formula allocation.

15. Other Program Requirements

In conjunction with performance of this AGREEMENT, RPC has been made cognizant of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. RPC will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.

16. Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in

Article XIII, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by URBANA and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to RPC of the occurrence of any such default and the provision of a reasonable opportunity to respond, URBANA may take one or more of the following actions:

- a. Direct RPC to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- b. Direct RPC to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- c. Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- d. Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- e. Direct RPC to reimburse URBANA's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- f. Suspend disbursement of HOME Program funds for affected activities;
- g. Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by RPC of URBANA'S written notice of default. No delay or omission by URBANA and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right, remedy, or constitute a waiver or acquiescence in any RPC default.

Unless RPC's default is waived, URBANA may terminate this AGREEMENT for said default. Waiver by URBANA of RPC'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

17. Severability

If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are to be severable.

18. Fees

RPC and any community housing development organization with which RPC contracts are prohibited from charging servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(B)(1).

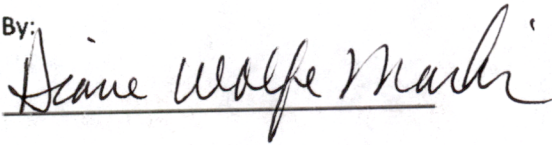
This AGREEMENT may be amended only by written **agreement** of the parties hereto.

The section headings of this AGREEMENT are for convenience and reference only and in no way define, limit, or describe the scope or intent of this AGREEMENT, and should be ignored in construing or interpreting this AGREEMENT.

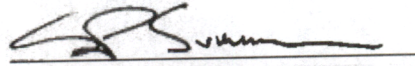
CITY OF URBANA

CHAMPAIGN COUNTY

By:

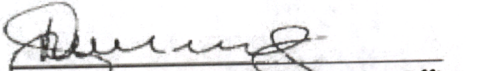


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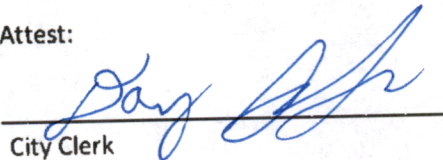

Steve Summers, County Executive

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION

By:


Daliso Sulamoyo, Chief Executive Officer

Attest:



City Clerk

Approved as to form:

**Exhibit A
Budget Projections**

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION

FY 22-23 Allocation:	\$150,000
REQUIRED MATCH*	\$37,500