

RESOLUTION NO. 2023-05-054R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ARPA SUB RECIPIENT AGREEMENT
(CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE)**

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Bridge to Home* by Cunningham Township Supervisor's Office was allocated \$658,838 as part of the ARPA Concept Plan Project List.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$658,838 in ARPA SLFRF funds, for the purpose of *Bridge to Home*, performed by Cunningham Township Supervisor's Office, 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.

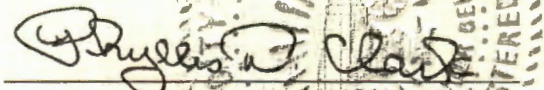
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 22nd day of May, 2023.

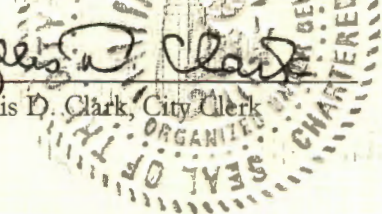
AYES: Wu, Evans, Hursey, Kolisetty, Wilken, Quisenberry

NAYS: None

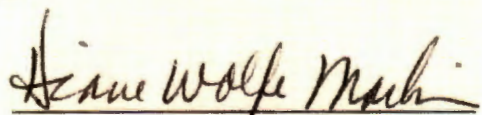
ABSTENTIONS: None



Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 6th day of June, 2023.



Anne Wolfe Mah
Mayor

**INTERGOVERNMENTAL AGREEMENT FOR
BRIDGE TO HOME: FILLING GAPS IN LOCAL HOMELESS AND HOUSING
SERVICES
BETWEEN THE CITY OF URBANA AND CUNNINGHAM TOWNSHIP
SUPERVISOR'S OFFICE**

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois (“City”) and the Cunningham Township Supervisor’s Office (hereinafter collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Cunningham Township Supervisor’s Office is a municipal body in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing homeless and housing services.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that reducing housing costs for those that need it most. are important. The purpose of this Agreement is for the City to provide ARPA Funds

to Cunningham Township Supervisor's Office for Bridge to Home: Filling Gaps in Local Homeless and Housing Services.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to \$658,838 to Cunningham Township Supervisor's Office for Bridge to Home: Filling Gaps in Local Homeless and Housing Services.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. Cunningham Township Supervisor's Office shall conduct activities for Bridge to Home: Filling Gaps in Local Homeless and Housing Services, as detailed in Attachment A.
- B. The project must occur between April 1, 2023 and December 31, 2026.
- C. The maximum amount of assistance from this Agreement shall be \$658,838.
- D. Cunningham Township Supervisor's Office must provide reporting information to the City as required in Section 4.
- E. The City shall transfer ARPA Funds to Cunningham Township Supervisor's Office in an amount up to \$658,838 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Cunningham Township Supervisor's Office on a quarterly reimbursement basis, based on invoice(s) for costs associated with personnel, facilities, construction, and direct financial assistance. A Risk Assessment Form, copy of the invoicing and documentation for costs associated with personnel, facilities, construction, and direct financial assistance, and Reporting Form shall be submitted by Cunningham Township Supervisor's Office to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Cunningham Township Supervisor's Office shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Cunningham Township Supervisor's Office to the City for each additional payment, with a maximum total amount of \$658,838. The City shall provide the Risk Assessment Form and Reporting Form templates to Cunningham Township Supervisor's Office.

- F. Cunningham Township Supervisor's Office shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

Section 4. Roles and Responsibilities of Cunningham Township Supervisor's Office:

Cunningham Township Supervisor's Office agrees to adhere to funding requirements and provide information needed that include the following:

- A. Cunningham Township Supervisor's Office shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. Cunningham Township Supervisor's Office shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.
- C. Cunningham Township Supervisor's Office shall complete Bridge to Home: Filling Gaps in Local Homeless and Housing Services with ARPA Funds in accordance with Section 3.
- D. Cunningham Township Supervisor's Office shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project
- E. Cunningham Township Supervisor's Office shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Cunningham Township Supervisor's Office. Cunningham Township Supervisor's Office shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, 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, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Cunningham Township Supervisor's Office understands that

Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

- G. Cunningham Township Supervisor's Office shall comply with all applicable statutes, ordinances, and regulations. Cunningham Township Supervisor's Office shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Cunningham Township Supervisor's Office shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

- G. The City shall provide ARPA Funds to Cunningham Township Supervisor's Office in an amount up to \$658,838 in support of this assistance. The transferred funds shall be provided to Cunningham Township Supervisor's Office in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Bridge to Home: Filling Gaps in Local Homeless and Housing Services, and Reporting Form shall be submitted by Cunningham Township Supervisor's Office to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Cunningham Township Supervisor's Office. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.
- H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Cunningham Township Supervisor's Office unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Cunningham Township Supervisor's Office shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Cunningham Township Supervisor's Office does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Cunningham Township Supervisor's Office shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Cunningham Township Supervisor's Office. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

Section 9. Amendments: This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

Section 10. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE CITY OF URBANA, ILLINOIS

CUNNINGHAM TOWNSHIP
SUPERVISOR'S OFFICE

By: *Scime Wolfe Nash*

By: *Daniella Seymour*

Date: *6/19/2023*

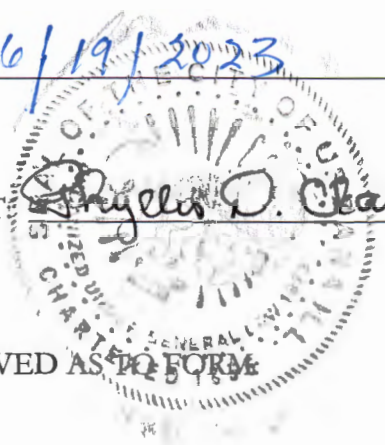
Date: *6/8/23*

ATTEST: *Angela D. Clark*

ATTEST: *[Signature]*

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Attachment A Scope of Services

Section 1. Summary

Project Summary

The Cunningham Township Supervisor's Office (CTSO) is seeking partial support for a multi-year project to build infrastructure for its nascent program: Bridge to Home. Bridge to Home meets the council goal of reducing housing costs for those that need it most by providing a continuum of housing and services for local residents experiencing homelessness and housing insecurity so they may access and maintain permanent housing.

Bridge to Home threads together Street and School Outreach, Emergency Housing, Rapid Rehousing/Rental assistance, while providing Supportive Case Management throughout from literal homelessness to stabilization in permanent housing.

Key Objectives and Measurable Outcomes

- Number of individuals served through Emergency Housing
 - Percent of Emergency Housing participants who move into more stable housing situation at the end of the program term.
- Number of individuals served through Homeless Prevention Through Rental Assistance
 - Percent of participants who remain in housing one year after support.

The following elements of Bridget to Home are not funded by Urbana ARPA funds. However, in order to understand the role of the City's funds within the overall program, the City requests the inclusion in the quarterly ARPA reports of any of the following data that is freely accessible to CTSSO staff and does not present a significant additional reporting burden. This shall be in the form of the monthly Supervisor's memo which contains this information.

- Number of individuals served through Street Outreach
- Number of households and number of children served through School Outreach
- Number of individuals and households served through Rapid Rehousing
 - Percent of households who complete the program who move into independent housing and remain in housing one year after support.
- Number of households served through Homeless Prevention Through Rental Assistance
 - Percent of participants who remain in housing one year after support.
- Number of households served through Housing Navigation and Supportive Services
 - Percent of voucher holders who participate in Housing Navigation services and locate and move into housing.
 - Percent of the Supportive Services Program participants who remain in housing one year from program start.

Project Start Date: 4/1/2023

Project Completion Date: 12/31/2026

ARPA Funding

\$658,838

Attachment A Scope of Services

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 55% of the amount requested in the application. This difference from the application will be accounted for by narrowing scope in the following ways:

Grant expenditures are narrowed to support Emergency Housing and Rental Assistance components of Bridge to Home. Funds are planned to be augmented by HOME ARP, CTSO, and State of Illinois ESG funds.

For feasibility, as an alternative to the initial project allocation (\$300,000 for direct assistance, and \$268,838 for facility improvement costs), ARPA Funds will be spend on:

1. PERSONNEL - \$210,131

- a. Personnel costs for rental assistance application processing.
- b. Personnel costs for emergency housing case management.

2. FACILITIES - \$148,707

- a. Renovations to 206 and 208 E. California (i.e. vinyl flooring, security systems, digital locks, energy efficiency appliances and improvements)
- b. Utility costs for emergency housing provision
- c. Accessibility renovations to serve homeless residents

3. DIRECT FINANCIAL ASSISTANCE - \$300,000

Rental Assistance with a focus on McKinney Vento homelessness households needing short term rental subsidies to access stable, permanent housing.

CTSO has extended the project deadline to December 31, 2026 largely based on updated projections on the length of the post-COVID housing and inflation crisis.

For ARPA funded personnel, CTSO has developed the Personnel Plan below.

- Number of individual positions to be employed with ARPA Funds: 3
- Expected duration of positions: Permanent
- Position titles and expected duties
 - Case Manager – 1 FTE - Support participants in the Emergency Housing for Families Program
 - Case Manager – 1 FTE position, .5 FTE ARPA-funded work- Screen family referrals for emergency housing, process family rental assistance cases, support immediate family needs (food, clothing, school supplies, domestic violence/rape crisis/mental health referrals)

**Attachment A
Scope of Services**

- Program Assistant - 1 FTE position, .5 FTE ARPA-funded work - Process rental assistance cases, support program accounting and reporting.
- Long-term plan for positions – Maintain and utilize alternative funding source

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2021 Q3	\$6,496.46 Facilities	\$6,496.46 Facilities			
2021 Q4	\$21,483.02 Facilities	21,483.02 Facilities			
2022 Q1	\$18,088.46 Facilities	\$18,088.46 Facilities			
2022 Q2	\$28,489.82 Facilities	\$28,489.82 Facilities			
2022 Q3	\$12,272.68 Facilities	\$12,272.68 Facilities			
2022 Q4	\$18,992.2 Facilities	\$18,992.2 Facilities			
2023 Q1	\$7,491.43 Facilities	\$7,491.43 Facilities			
2023 Q2 (April, May, June)	\$83,000 Facilities, Direct Assistance, Personnel	\$26,392.93 Facilities, Direct Assistance	\$139,707	Reimbursement	\$139,707
2023 Q3	\$83,000 Facilities, Direct Assistance, Personnel	\$24,000 Direct Assistance	24,000	Reimbursement	\$163,707
2023 Q4	\$83,000 Facilities, Direct Assistance, Personnel	\$23,000 Direct Assistance	23,000	Reimbursement	\$186,707
2024 Q1	\$83,000 Facilities, Direct Assistance, Personnel	\$23,000 Direct Assistance	23,000	Reimbursement	\$209,707
2024 Q2	\$83,000 Facilities, Direct Assistance, Personnel	\$23,000 Direct Assistance	23,000	Reimbursement	\$232,707
2024 Q3	\$86,200 Facilities, Direct Assistance, Personnel	\$53,700 Facilities, Direct Assistance, Personnel	53,700	Reimbursement	\$286,407

**Attachment A
Scope of Services**

2024 Q4	\$83,000 Facilities, Direct Assistance, Personnel	\$50,500 Facilities, Direct Assistance, Personnel	50,500	Reimbursement	\$336,907
2025 Q1	\$83,000 Facilities, Direct Assistance, Personnel	\$50,500 Facilities, Direct Assistance, Personnel	50,500	Reimbursement	\$387,407
2025 Q2	\$111,800 Facilities, Direct Assistance, Personnel	\$79,300 Facilities, Direct Assistance, Personnel	79,300	Reimbursement	\$466,707
2025 Q3	\$83,825 Facilities, Direct Assistance, Personnel	\$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	\$518,032
2025 Q4	\$83,825 Facilities, Direct Assistance, Personnel	\$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	\$569,357
2026 Q1	\$83,825 Facilities, Direct Assistance, Personnel	\$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	\$620,682
2026 Q2	\$83,825 Facilities, Direct Assistance, Personnel	\$38,156 Facilities, Direct Assistance, Personnel	38,156	Reimbursement	\$658,838
2026 Q3	\$70,825 Facilities, Direct Assistance, Personnel	0	0		
2026 Q4	\$70,825 Facilities, Direct Assistance, Personnel	0	0		

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**
2. **Submitted Application, attached hereto**
3. **City Council Presentation, 12/13/22 #4 [\[Link\]](#) and slides, attached hereto**