

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SUPPORTIVE HOUSING PROGRAM
SUBRECIPIENT AGREEMENT WITH CENTER FOR WOMEN IN TRANSITION**

(Grant No. - IL0037B5T030802)

WHEREAS, on November 18, 2009, the City submitted an application to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for Supportive Housing Program (hereinafter "SHP") funds to continue transitional Housing programs sponsored by three private non-profit organizations: A Woman's Fund, Urbana, Illinois; Center for Women in Transition, Champaign, Illinois; and Salvation Army Services, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations");

WHEREAS, on April 2, 2010, HUD notified the City that HUD had approved the City's application for SHP funds; and

WHEREAS, on May 5, 2010, the City executed a SHP Grant Agreement with HUD to govern expenditure of SHP renewal funds by the City and Participating Organizations.

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective transitional housing programs with SHP funds and in accordance with SHP regulations; and

WHEREAS, in its application for SHP funds the City declared its intent to provide SHP funds to the Participating Organizations for their use in continuing their respective transitional housing programs for homeless families;

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

Section 1. That an Agreement providing \$103,917.00 in Supportive Housing Program funds to Center for Women in Transition, so as to continue their respective transitional housing programs for homeless families, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Laurel Lunt Prussing, Mayor

**SUPPORTIVE HOUSING PROGRAM
SUBRECIPIENT AGREEMENT WITH CENTER FOR WOMEN IN TRANSITION**

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Center for Women in Transition (hereinafter the "Subrecipient") for Supportive Housing Program Project Number IL0037B5T030802 (Renewal of IL0037B5T030801)

WITNESSETH:

WHEREAS, on November 18, 2009, the City submitted an application to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for Supportive Housing Program (hereinafter "SHP") funds to continue transitional housing programs sponsored by three private non-profit organizations: A Woman's Fund, Urbana, Illinois; The Center for Women in Transition, Champaign, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for SHP funds the City declared its intent to provide SHP funds to the Participating Organizations for their use in continuing their respective transitional housing programs for homeless families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for expanding their respective transitional housing programs with SHP funds and in accordance with SHP regulations; and

WHEREAS, on April 2, 2010, HUD notified the City that HUD had approved the City's application for SHP funds; and

WHEREAS, on May 5, 2010, the City executed a SHP Grant Agreement with HUD to govern expenditure of SHP renewal funds by the City and the Participating Organizations.

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Subrecipient Agreement:

A. The term "Grant Agreement" means the agreement between the City and HUD executed by the City on May 5, 2010, in connection with the SHP Project No. IL0037B5T030802 (Renewal of IL0037B5T030801.)

B. The terms "grant" and "grant funds" mean the assistance provided under this Subrecipient Agreement.

C. The term "Grant Application" means the application submission, November 18, 2009, on the basis of which a SHP renewal grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any SHP award conditions.

D. The term "Act" shall mean Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*).

E. The term "matching funds" means a cash payment for the provision of supportive services, and the difference between the total operating costs and the amount of the SHP operating funds.

Section 2. Purpose of Subrecipient Agreement. The purpose of this Subrecipient Agreement is to set forth the terms and conditions under which the City shall grant SHP funds to the Subrecipient for its transitional housing program for homeless families. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient's transitional housing program for families with children. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the SHP.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The financial assistance which is the subject of this Subrecipient Agreement is authorized by the Act. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the SHP Rule which was published at 58 FR 13870 on April 8, 1997, at FR-4182-N-031, a copy of which is attached hereto as Attachment A and made a part hereof; and the Notice of Fund Availability, published on March 13, 2007 at FR-5100-N-14. The Application is incorporated herein as part of this Subrecipient Agreement, however, in the event of a conflict between any part of the Application and any part of the Subrecipient Agreement, the Subrecipient Agreement shall control.

Section 4. Grant Award. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City agrees to provide up to \$ **103,917.00** in SHP renewal funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Acquisition:	\$	0.00
New Construction:	\$	0.00
Rehabilitation:	\$	0.00
Operations:	\$	38,000.00
Supportive Services:	\$	61,950.00
Administration:	\$	3,967.00
Total Grant Award:	\$	103,917.00

Section 5. Matching Funds. The Subrecipient agrees to provide funds in at least the amounts specified in the Application plus any amount necessary to comply with matching requirements of the Act in connection with activities the Subrecipient undertakes in connection with this Subrecipient Agreement.

For Supportive Services, the matching requirement is an 80-20 split of supportive costs between SHP and the Subrecipient. For Operations, SHP funds can be used to pay up to 75% of the operating cost in each year of the grant term. The Subrecipient's cash source can be from itself, the Federal government, State and local governments, or private contributions.

The Subrecipient acknowledges and agrees that the City shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements. However, nothing herein shall prohibit the City from making funds available to the Subrecipient for transitional housing program activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs. The following costs are allowable, per the HUD SHP Desk Guide, Section D, Eligible Activities:

- 1) **Supportive Services:** Funds can be used to pay for the actual costs of supportive services to homeless persons in a new project or for the actual costs of increasing supportive services to homeless persons in an existing homeless project.

The following are examples of services which may be paid for with supportive service grant funds: outreach, child care, job training/placement, case management, health care, transportation, employment assistance, education, vocational opportunities, life skills, counseling, housing search assistance, substance abuse treatment, parenting skills, rent deposits, psychiatric care, mental health care, home furnishings, budgeting.

Eligible supportive service costs include: salary of case manager, counselor, therapist, etc.; salary of case management supervisor when he/she is working with clients or working with a case manager on issues regarding clients; desks, computers used by clients and their trainer in employment training programs; food, clothing, transportation for use by clients; medical/dental care for clients; first & last month's rent, security deposits, credit checks for participants moving from transitional housing to permanent housing; clothing, tools, and similar items needed by participants for jobs or job training; beepers for outreach workers; mileage allowance for service workers to visit participants at home, if participants reside in scattered site housing; and vehicle purchase and operation (gas, insurance, maintenance) when used for transporting clients.

2) **Operations:** Operating costs are those costs associated with the physical day-to-day operation of supportive housing facility and for which cash payment is needed. Operating costs differ from supportive services cost in that operating costs support the function and the operation of the housing project. Only operating cost for a new project or the expanded portion of an existing project are eligible for SHP funding.

The expense incurred by the grantee to operate supportive housing is an eligible SHP activity. Some examples include: Maintenance and repair; Operations staff; utilities, equipment, supplies, insurance, food, relocation (the costs associated with displacing persons in order to use a structure are included under operational costs, even though such payments may be a one-time occurrence), and furnishings.

Eligible operational costs include: salaries of staff not delivering services, such as project manager, security guard; utilities costs: gas, heat, electric, etc.; desks, computers, telephones used by staff; furnishings (beds, chairs, dressers, etc.) for participants; equipment (refrigerators, ranges, etc.); and food.

3) **Administrative Costs:** Up to 5% of any grant awarded under SHP may be used for the purpose of paying costs of administering the assistance. Administrative costs included the costs associated with accounting for the use of grants funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

Eligible administrative costs include: preparation of Annual Progress Report; audit of SHP; staff time spent reviewing/verifying invoices for grant funds, drawing money from Treasury, and maintaining records of the use of those funds; and field office training on managing the grant.

Section 7. Payouts. The Subgrantee understands and agrees that a request for disbursement of SHP funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said SHP funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice. Each of the three sponsor agencies shall:

- A. Maintain adequate documentation to demonstrate the eligibility of persons served by SHP funds;

- B. Maintain records that show the eligible supportive services costs and operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing program fees and the procedures for communicating said information to the participant, which must be maintained in participant file.
- D. Submit proper documentation of eligible expenses for match to the city on a regular basis.
- E. Submit timesheets and activity sheets on a monthly basis for review and approval;
- F. Submit quarterly reports to the City of Urbana
- G. Maintain files and records as required which relate to the overall administration of the SHP - HFIT program; and
- H. Provide information for Annual Performance Report (APR) within required timeframes.

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

TO THE CITY: John A. Schneider, Manager
Grants Management Division,
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT: John Sullivan, Executive Director
Center for Women in Transition
508 East Church Street
Champaign, Illinois 61820

Section 9. Default. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the supportive housing in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, or any other material breach of the Subrecipient Agreement.

Upon due notice to the Subrecipient of the occurrence of any such default and the provision by the City of a reasonable opportunity to respond, the City may take one or more of the following actions. If it is the decision of the City to require the repayment to the City of any grant funds provided to the Subrecipient, the Subrecipient agrees to promptly pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture"):

- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
- B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

- E. Reduce or recapture the grant authorized herein;
- F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
- G. Other appropriate action including, but not limited to, any remedial action legally available.

No delay or omission by the City in exercising any right or remedy available to it under this Subrecipient Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

Section 10. Subgrants by the Subrecipient The Subrecipient agrees to accept responsibility for compliance with all requirements of this Subrecipient Agreement by any entities to which the Subrecipient in turn makes grant funds available.

This Subrecipient Agreement constitutes the entire agreement between the parties hereto. This Subrecipient Agreement may be amended only by a written agreement executed by the City and the Subrecipient. The effective date of this Subrecipient Agreement shall be the date of execution by the City.

IN WITNESS WHEREOF, the City and the Subrecipient have respectively signed this Subrecipient Agreement and have caused their seals to be affixed hereto.

CITY OF URBANA, ILLINOIS:

BY: _____ DATE _____
 Laurel Lunt Prussing, Mayor

ATTEST: _____ DATE: _____
 Phyllis Clark, City Clerk

CENTER FOR WOMEN IN TRANSITION (SUBRECIPIENT):

BY: _____ DATE: _____
 John Sullivan, Executive Director

ATTEST: _____ DATE: _____
 Name & Title

ATTACHMENT A:
SHP Rule 1997, (24 CFR 583)