



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor, City of Urbana

FROM: Elizabeth H. Tyler, FAICP, Community Development Services Director

DATE: August 10, 2015

SUBJECT: **Emergency Solutions Grant (ESG) Program 2015
Resolutions Approving Subrecipient Agreements (FY 2015-2016):
Community Elements
Crisis Nursery
The Salvation Army**

Description

Included on the agenda of the August 10, 2015 meeting of the Urbana Committee of the Whole are subrecipient agreements for the 2015 Emergency Solutions Grant (ESG). The proposed agreements are with agencies that participate in the Emergency Solutions Grant program, which are Community Elements, Crisis Nursery, and The Salvation Army.

Issues

The issue is whether the Committee of the Whole should approve the Resolutions approving the Subrecipient Agreements for FY 2015-2016 with Community Elements, Crisis Nursery, and The Salvation Army.

Background

Through the Champaign County Continuum of Care (CoC), local shelters are able to receive funds for eligible ESG activities. The CoC completes the application for funding which includes all agencies that will be receiving funds under the grant. As in the past, the City of Urbana was selected by the CoC to administer the funds and be the sole grant recipient for the portion of the ESG funds distributed to the shelters.

The objective of the Emergency Solutions Grants (ESG) is to increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness. The three agencies that will receive funds through this program provide essential services, such as case management, child care, education, employment assistance and job training, outpatient health services, legal aid, transportation, substance abuse treatment, and services for special populations. The agencies also receive program funds for operational costs. The City of Urbana will receive funds for the administration of the program.

On May 14, 2015, the City of Urbana (City) submitted an application, through the Champaign County Continuum of Care, for 2015 ESG program grant funds to provide operating and essential services to three (3) local shelters within the CoC.

On June 24, 2015, the City received notice from the Illinois Department of Human Services (DHS) that the application for the Emergency Solutions Grant program was approved for \$51,652.00. On June 26, 2015, the City executed the Emergency Solutions Grants program agreement with DHS that governs expenditure of ESG funds received by the City and the participating agencies. The City is then required by DHS to execute agreements with each of the subrecipient agencies, which detail amounts of funding and eligible uses of the funds.

During its July 28, 2015 regular meeting, the Urbana Community Development Commission forwarded the attached Resolutions with a unanimous recommendation for approval. As a part of that recommendation, the Community Development Commission voiced a desire for the City Council to provide for a requirement that the subrecipient agencies improve the marketing of their services to the general public. Agencies will be contacted to make a presentation to Council regarding their marketing practices.

Options

The Committee of the Whole can:

1. Approve the Resolutions approving the agreements with Community Elements, Crisis Nursery, and The Salvation Army.
2. Approve the Resolutions approving the agreements, with suggested changes.
3. Do not approve the Resolutions and provide further direction to staff.

Fiscal Impacts

There will be no fiscal impact on the City General Fund, as the \$51,652.00 in funding for this program comes from DHS. The grant began on July 1st, 2015, and the total amount of funding is as follows:

<u>Total amount of grant:</u>	<u>\$51,652.00</u>
Community Elements – TIMES	\$21,406.00
Crisis Nursery	\$ 6,240.00
The Salvation Army	\$10,249.00
City of Urbana	\$ 1,360.00

A total of \$12,397.00 is also designated for Street Outreach activities.

Recommendations

Staff and the Community Development Commission unanimously recommend approval of the proposed Resolutions.

Prepared by:

A handwritten signature in black ink that reads "Matthew Rejc". The signature is written in a cursive style with a horizontal line underneath it.

Matt Rejc
Community Development Associate
Grants Management Division

Attachments:

1. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS
2. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS (FY 2015-2016)
3. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY
4. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY (FY 2015-2016)
5. A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY
6. EMERGENCY SOLUTIONS GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY (FY 2015-2016)
7. EMERGENCY SOLUTIONS GRANT 12-MONTH PROJECT BUDGET (FY 2015-2016)
8. *Unapproved minutes from the July 28, 2015 regular meeting of the Urbana Community Development Commission.*

RESOLUTION NO. 2015-08-040R

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH COMMUNITY ELEMENTS**

(FY 2015-2016)

WHEREAS, the City of Urbana (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, on May 14, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on June 24, 2015 the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26, 2015, the City executed an ESG Grant Agreement (Agreement No. FCSUH03755) with DHS to govern expenditure of ESG funds by the City and Participating Organizations; and

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

WHEREAS, in its application for ESG funds, the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$21,406.00 in Emergency Solutions Grants funds to Community Elements - TIMES Center, so as to continue their respective emergency shelter program for homeless individuals and 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 in substantial the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH COMMUNITY ELEMENTS**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
State Awarding Agency	Illinois Department of Human Services
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Community Elements – TIMES Center (hereinafter the "Subrecipient") for Emergency Solutions Grants Agreement No. FCSTH03755.

WITNESSETH:

WHEREAS, on May 14th, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on June 24th, 2015, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26th, 2015, the City executed an ESG Grant Agreement with DHS to govern expenditure of ESG funds by the City and the Participating Organizations; and

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 DHS executed by the City on June 26th, 2015, in connection with the ESG Grant Agreement No. FCSUH03755.
- B. The term "Grant Funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which an ESG grant was approved by DHS, including the certifications and assurances and any information or documentation required to meet any ESG 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.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) and all rules and regulations promulgated thereto.
- E. The term "State" means the State of Illinois.

F. The term "Matching Funds" means the Subrecipient's provision value, whether in money or in-kind services, equal to any money provided by the City to the Subrecipient.

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 ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG. Subject to the execution of this Agreement by both parties, the Subrecipient is authorized to incur costs against this agreement from the beginning date July 1, 2015 through the ending date of June 30, 2016.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which were published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and incorporated herein and made a part hereof. 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 **\$21,406.10** in ESG 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:

Operations:	\$ 21,406
Essential Services:	\$ 0.00

The Subrecipient has secured/will secure Matching Funds which shall be used for the following purposes:

Operations Matching Funds:	\$ 21,406
Essential Services Matching Funds:	\$ 0.00

Given the total amounts of Grant Funds and Matching Funds, the amount of Total Committed Funds is shown below:

Total Committed Funds	\$ 42,812
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Section 5. Matching Funds. Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to **\$21,406** which is being provided by the City pursuant to this Subrecipient Agreement. Documentation of Matching Funds is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program,

then funding from that program may not be used to satisfy the matching requirement for these Grant Funds.

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 emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. In general, ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

As shown in Section 4, the Subrecipient is authorized to only use ESG funds for Operations pursuant to this Subrecipient Agreement.

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

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) 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 quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

The Subrecipient authorizes the City and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subrecipient will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. The Subrecipient 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 City to assure a proper accounting and monitoring of all HOME Funds. In the event the City determines that such records are not being adequately maintained by the Subrecipient, the City may cancel this Subrecipient Agreement.

With respect to all matters covered by this Subrecipient 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 City, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. The Subrecipient 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 Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

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: Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT: Sheila Ferguson, Chief Executive Officer
Community Elements
1801 Fox Drive
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 essential services or utilize shelter operation funds 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, failure to return the executed subrecipient agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:

- 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.

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 pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days. 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. Certification by Subrecipient. The Subrecipient agrees to the State of Illinois required certifications provided for in the Grant Agreement, appended to this Subrecipient Agreement as if set forth herein. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of DHS. In the event Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.

Section 12. Notices. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:

- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
- B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

Section 13. Dispute Resolution and Governing Law. In the event of a dispute between the parties to this Subrecipeint Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.

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: _____
 Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

COMMUNITY ELEMENTS (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

RESOLUTION NO. 2015-08-041R

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH CRISIS NURSERY**

(FY 2015-2016)

WHEREAS, the City of Urbana (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, on May 14, 2015, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on June 24, 2015 the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26, 2015, the City executed an ESG Grant Agreement (Agreement No. FCSUH03755) with DHS to govern expenditure of ESG funds by the City and Participating Organizations; and

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

WHEREAS, in its application for ESG funds, the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$6,240.00 in Emergency Solutions Grants funds to Crisis Nursery, so as to continue their respective emergency shelter program for homeless individuals and 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 in substantial the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH CRISIS NURSERY**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
State Awarding Agency	Illinois Department of Human Services
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and Crisis Nursery (hereinafter the "Subrecipient") for Emergency Solutions Grants Agreement No. FCSTH03755.

WITNESSETH:

WHEREAS, on May 14th, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on June 24th, 2015, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26th, 2015, the City executed an ESG Grant Agreement with DHS to govern expenditure of ESG funds by the City and the Participating Organizations; and

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 DHS executed by the City on June 26th, 2015, in connection with the ESG Grant Agreement No. FCSUH03755.
- B. The term "Grant Funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which an ESG grant was approved by DHS, including the certifications and assurances and any information or documentation required to meet any ESG 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.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) and all rules and regulations promulgated thereto.
- E. The term "State" means the State of Illinois.
- F. The term "Matching Funds" means the Subrecipient's provision value, whether in money or in-kind

services, equal to any money provided by the City to the Subrecipient.

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 ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG. Subject to the execution of this Agreement by both parties, the Subrecipient is authorized to incur costs against this agreement from the beginning date July 1, 2015 through the ending date of June 30, 2016.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which were published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A incorporated herein and made a part hereof. 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 **\$6,239.81** in ESG 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:

Operations:	\$ 6,240
Essential Service	\$ 0

The Subrecipient has secured/will secure Matching Funds which shall be used for the following purposes:

Operations Matching Funds:	\$ 2,000
Essential Services Matching Funds:	\$ 4,240

Given the total amounts of Grant Funds and Matching Funds, the amount of Total Committed Funds is shown below:

Total Committed Funds	\$ 12,480
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Section 5. Matching Funds. Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to **\$6,240** which is being provided by the City pursuant to this Subrecipient Agreement. Documentation of Matching Funds is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for these Grant Funds.

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 emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. In general, ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

- 1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.
- 2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

As shown in Section 4, the Subrecipient is authorized to only use ESG funds for Operations pursuant to this Subrecipient Agreement.

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

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) 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 quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

The Subrecipient authorizes the City and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subrecipient will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. The Subrecipient 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 City to assure a proper accounting and monitoring of all HOME Funds.

In the event the City determines that such records are not being adequately maintained by the Subrecipient, the City may cancel this Subrecipient Agreement.

With respect to all matters covered by this Subrecipient 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 City, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. The Subrecipient 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 Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

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: Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT: Stephanie Record, Executive Director
Crisis Nursery
1309 West Hill Street
Urbana, Illinois 61801

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 essential services or utilize shelter operation funds 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, failure to return the executed Subrecipient Agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:

- 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.

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 pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days. 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. Certification by Subrecipient. The Subrecipient agrees to the State of Illinois required certifications provided for in the Grant Agreement appended to this Subrecipient Agreement as if set forth herein. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of DHS. In the event Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.

Section 12. Notices. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:

- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
- B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

Section 13. Dispute Resolution and Governing Law. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.

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: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____

DATE: _____

Phyllis Clark, City Clerk
CRISIS NURSERY (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS

RESOLUTION NO. 2015-08-042R

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBRECIPIENT AGREEMENT WITH THE SALVATION ARMY**

(FY 2015-2016)

WHEREAS, the City of Urbana (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, on May 14, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the Emergency Solutions Grants Program (hereinafter "ESG") funds to continue emergency shelter programs sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on June 24, 2015 the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26, 2015, the City executed an ESG Grant Agreement (Agreement No. FCSUH03755) with DHS to govern expenditure of ESG funds by the City and Participating Organizations; and

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

WHEREAS, in its application for ESG funds, the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing their respective emergency shelter operations and essential services for homeless individuals and families.

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

Section 1. That an Agreement providing \$10,249.00 in Emergency Solutions Grants funds to The Salvation Army, so as to continue their respective emergency shelter program for homeless individuals and 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 in substantial the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT WITH THE SALVATION ARMY**

CFDA #	14.231
CFDA Title	Emergency Shelter Grants Program
State Awarding Agency	Illinois Department of Human Services
Federal Awarding Agency	Department of Housing and Urban Development

This Subrecipient Agreement is made by and between the City of Urbana, Illinois (hereinafter the "City"), and The Salvation Army (hereinafter the "Subrecipient") for Emergency Solutions Grants Agreement No. FCSTH03755.

WITNESSETH:

WHEREAS, on May 14th, 2015, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for Emergency Solutions Grants Program (hereinafter "ESG") funds to continue eligible activities under the ESG program sponsored by three private non-profit organizations: Community Elements, Champaign, Illinois; Crisis Nursery, Urbana, Illinois; and The Salvation Army, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, in its application for ESG funds the City declared its intent to provide ESG funds to the Participating Organizations for their use in continuing to operate their respective emergency shelters and essential social services for homeless individuals and families; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for continuing the operation of their respective emergency shelters and to provide essential services to homeless individuals and families with ESG funds and in accordance with ESG regulations; and

WHEREAS, on June 24th, 2015, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26th, 2015, the City executed an ESG Grant Agreement with DHS to govern expenditure of ESG funds by the City and the Participating Organizations; and

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 DHS executed by the City on June 26th, 2015, in connection with the ESG Grant Agreement No. FCSUH03755.
- B. The term "Grant Funds" means the assistance provided under this Subrecipient Agreement.
- C. The term "Grant Application" means the application submission, August 29, 2014, on the basis of which an ESG grant was approved by DHS, including the certifications and assurances and any information or documentation required to meet any ESG 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.*) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) and all rules and regulations promulgated thereto.
- E. The term "State" means the State of Illinois.

F. The term "Matching Funds" means the Subrecipient's provision value, whether in money or in-kind services, equal to any money provided by the City to the Subrecipient.

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 ESG funds to the Subrecipient for its emergency shelter. This Subrecipient Agreement sets forth rights and responsibilities of both parties in connection with the Subrecipient providing emergency shelter and essential social services to homeless individuals and families. In this Subrecipient Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the ESG. Subject to the execution of this Agreement by both parties, the Subrecipient is authorized to incur costs against this agreement from the beginning date July 1, 2015 through the ending date of June 30, 2016.

Section 3. Applicable Laws, Assurances, Regulations, Guidelines. The Subrecipient Agreement and all activities undertaken by the Subrecipient pursuant thereto shall be governed by the Act; the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Rule which were published at 24 CFR Part 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached hereto as Attachment A and incorporated herein and made a part hereof. 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 **\$10,248.96** in ESG 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:

Operations:	\$ 10,249
Essential Services:	\$ 0

The Subrecipient has secured/will secure Matching Funds which shall be used for the following purposes:

Operations Matching Funds:	\$ 10,249
Essential Services Matching Funds:	\$ 0

Given the total amounts of Grant Funds and Matching Funds, the amount of Total Committed Funds is shown below:

Total Committed Funds	\$ 20,498
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Section 5. Matching Funds. Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to **\$10,249** which is being provided by the City pursuant to this Subrecipient Agreement. Documentation of Matching Funds is required of all projects. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. Subrecipients are required to maintain detailed fiscal records during each year of the project to ensure adequate documentation of all expenditures related to the grant, including those paid through the use of cash match sources.

If a Federal source of funds is used for matching contributions, the Subrecipient must ensure that the laws governing any funds to be used as matching contributions do not prohibit those funds from being directly used to match ESG funds. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirement for these Grant Funds.

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 emergency shelter operations or essential services activities in addition to funds granted to the Subrecipient pursuant to this Subrecipient Agreement.

Section 6. Allowable Costs – Emergency Shelter Component. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters:

1) **Essential Services:** ESG funds may be used to provide essential services to individual and families who are in an emergency shelter. Eligible costs include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, transportation, substance abuse treatment, services for special populations.

2) **Operations:** Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

As shown in Section 4, the Subrecipient is authorized to only use ESG funds for Operations pursuant to this Subrecipient Agreement.

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

- A. Maintain adequate documentation to demonstrate the homeless eligibility of persons served by ESG funds;
- B. Maintain records that show the eligible essential services costs and shelter operating costs of the program;
- C. Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) 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 quarterly basis.
- E. Submit quarterly reports to the City of Urbana no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of grant funds until such reports are received and approved by the City.
- F. Maintain files and records as required which relate to the overall administration of the ESG program;
- G. Provide information for Annual Performance Report (APR) within required timeframes; and
- H. Enter participant data into the HMIS, and update all participant changes while in the program.

The Subrecipient authorizes the City and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subrecipient will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. The Subrecipient 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 City to assure a proper accounting and monitoring of all HOME Funds. In the event the City determines that such records are not being adequately maintained by the Subrecipient, the City may cancel this Subrecipient Agreement.

With respect to all matters covered by this Subrecipient 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 City, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. The Subrecipient 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 Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

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: Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBRECIPIENT: Major Thomas McDowell, Corps Administrator
The Salvation Army
2212 N. Market Street
Champaign, Illinois 61822

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 essential services or utilize shelter operation funds 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, failure to return the executed subrecipient agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:

- 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.

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 pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days. 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. Certification by Subrecipient. The Subrecipient agrees to the State of Illinois required certifications provided for in the Grant Agreement appended to this Subrecipient Agreement as if set forth herein. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Subrecipients execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Section 11. Subgrants by the Subrecipient. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of DHS. In the event Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.

Section 12. Notices. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:

- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
- B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

Section 13. Dispute Resolution and Governing Law. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.

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: _____
Laurel Prussing, Mayor

DATE _____

ATTEST: _____
Phyllis Clark, City Clerk

DATE: _____

THE SALVATION ARMY (SUBRECIPIENT):

BY: _____
Name & Title:

DATE: _____

ATTEST: _____
Name & Title:

DATE: _____

ATTACHMENT A:

24 CFR Part 91 and 576

**Homeless Emergency Assistance and Rapid Transition to Housing:
Emergency Solutions Grants Program and Consolidated Plan
Conforming Amendments; Interim Final Rule**

December 5, 2011

ATTACHMENT B
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS



**UNAPPROVED
MINUTES
COMMUNITY DEVELOPMENT COMMISSION MEETING
Tuesday, July 28, 2015, City Council Chambers
400 South Vine Street, Urbana, IL 61801**

Call to Order: Chairperson called the meeting to order at 7:05pm.

Roll Call: Kelly H. Mierkowski called the roll. A quorum was present.

Commission Members Present: Fred Cobb, Janice Bengtson, Brian Cunningham (entered at 7:18pm), Chris Diana., Lisabeth Searing, Lauren Karplus, and Jerry Moreland.

Commission Members Excused/Absent: Anne Heinze Silvis

Others Present: Kelly H. Mierkowski, Matt Rejc and Maximillian Mahalek, Community Development Services.

Approval of Minutes: *Chairperson Cobb asked for approval or modifications to the June 23, 2015 minutes. Commissioner Bengtson said her last name was misspelled. With that correction, Commissioner Diana moved to approve the minutes and Commissioner Searing seconded the motion. The motion carried unanimously.*

Petitions and Communications: Chairperson Cobb asked if there was any written communication to the Commission; there were none.

Audience Participation: Chairperson Cobb asked if there was anyone in the audience who wished to speak, there were none. Kelly H. Mierkowski introduced Maximillian Mahalek, the CD Associate in the Planning Division, who had a slide presentation for the Commission. Mr. Mahalek said he would have to email the presentation since he was unable to load to slideshow to be visible to the commission. As part of his Capstone for his graduate degree in Urbana Planning, he did a project which focused on the area centered at Silver and Vawter. He was looking for planning solutions for to address the issues of building safety and crime in the area bordered by Cottage Grove on the west side, Philo Road on the east, Colorado Drive on the north and Mumford on the south side.

The reason this area was chosen is because of the concern by residents over the last few years about building safety and an increase in crime in the area. Mr. Mahalek clarified for the commission that any of the opinions expressed by him were his own and not those of the City of Urbana. He said the demographic measurements, provided by information from the U. S. Census Bureau for the area, were much like the rest of the City but differed in things such as lower median household income, higher vacancy in rental units, higher poverty rate, and higher use of food benefit stamps. In that area there are 447 residences and Yankee Ridge Elementary School attracts people to the community. As of April 2015 there are 17 Section 8 vouchers in the area, which is up from the number used a few years ago. In the past 10 years there has been a major shift away from student renters in the neighborhood.

Mr. Mahalek stated that in walking around the neighborhood he observed issues like broken windows and gates and fences that are falling apart. In addition, there are multiple safety issues that exist due to the original design of the units, like exposed staircases and doorways, which are falling apart, a lack of windows overlooking the streets, recessed entrances and entrances hidden by trees, as well as enclosed public spaces.

The eastern part of the neighborhood is zoned very densely and the west part of the neighborhood is low density, showing a sharp gradient in density in the neighborhood. There is a property on South Cottage Grove which is a single family home, but is zoned as R5, which would allow a multiple family unit to be built on the property if it were redeveloped. Mr. Mahalek showed a map with maintenance issues in the area, which are in the multifamily buildings. Greenways on the corner of Brighton and Harding, which are part of the complex there, are used by people trying to evade the police.

Crime trends show that the area is on Beat 65 and the period between January and October of 2014 had the second number of crimes in the City, which has decreased since 2011. 2012-2014. The crimes committed most in the neighborhood are battery, theft, vandalism and drugs, with a decrease in motor theft, burglary and vandalism and an increase in weapons charges, child endangerment, and assault. The map shows most of the crime occurring in the multifamily areas that have design issues.

Mr. Mahalek presented the City's responses to the problems in the area over the last several years. In 2007 rental registration was implemented, which regulated landlords, and has been seen as a success in the area. A concern to some property managers in the area was that they are not necessarily being notified on a timely basis by landlords about changes in regulations that require something to be corrected for a property. In addition, funding for property updates has to come from the landlord. If the landlord takes several months to get the funding to the property manager, it can result in the property manager being in violation of the regulation.

In 2010, the aggravated nuisance ordinance was put into effect. This ordinance was meant to help correct building safety issues as well as crime related concerns and it has been very effective at several properties. In discussing the effectiveness of this ordinance with the police department, the opinion was that an ordinance violation requiring correction to one building should also require the same correction be made in neighboring buildings belonging to the same landlord, so that consistency is maintained in the same area. The police have increased their patrols in the area, although apartment tenants have voiced opinions that the police seemed to relate better to homeowners than tenants of multifamily buildings.

What can a planning department do? LEAD Neighborhood Design or APA Smart Principles of Growth have ideas for how to establish a community but details are vague. Eyes on the street or making sure there is access for emergency responders but nothing about how to reach something within certain neighborhoods. One model plan that seems to be growing in popularity, which is Crime Prevention through Environmental Design or CPTED. The four main areas in this design are natural surveillance, territoriality, and maintenance and access control. Natural surveillance allows "eyes on the street"; maintenance shows that the building is not vacant and someone lives there; access control is safety, such as safe doors and fences; and territoriality involves showing a distinct line between private property and public property. There was success in some Florida communities using the CPTED principles. Plenty of

lighting, no hidden entrances, public spaces that weren't hidden, landscaping and fences that would not provide hidden areas all helped to reduce the opportunity for crime in the areas.

Before suggesting that Urbana go ahead and follow this type of plan, Mr. Mahalek conducted an online survey, as well as interviews to see what the community thought about it. Most respondents to the online survey were homeowners which wasn't a true representation of the neighborhood population. Their responses showed that they were interested in more landscaping, lower density and more upscale businesses, along with an interest in City providing some sort of design controls for multifamily homes.

After receiving the responses from the online survey, Mr. Mahalek conducted interviews, focusing mainly on the apartment tenants. Their responses showed an interest in how the buildings are redeveloped, since those are their homes. They would like to see the Southeast Neighborhood Association reach out to the tenants more, as well as more youth programs and more trash cleanup. Some of the property managers have "quality of life" clauses in their leases, which basically state that tenants causing problems for their neighbors could lose their lease. Tenants thought that clause was helpful in the cases of problem neighbors and would like to see that continued in leases.

As a result of the responses to his survey, Mr. Mahalek had several recommendations. First is design control and achieving the improvements of design by offering incentives to private investors, possibly offering CDBG funds for street lighting and other safety issues. Going to the Urbana Business Association to help attract more businesses to the Philo Road Business District might help. Also trying to attract students to the area by having the MTD advertise the convenience of business and bus transportation in the area might be helpful. Playgrounds, neighborhood watch programs, neighborhood cleanup events could all be helpful in improving the area. After discussion, Ms. Mierkowski said she would forward the PowerPoint presentation and the contact information for Mr. Mahalek to the Commission.

Staff Report: Kelly H. Mierkowski, Grants Management Division Manager, provided a brief overview of the staff report provided to the Commissioners that evening, which included staff activities, meetings attended and various projects.. Ms. Mierkowski stated that she attended a region-wide environmental training, which took place in Indianapolis at the end of June, and included all of the major cities in the region. She said after the training the staff went through and did the environmental reviews for their projects and those are out for public comment. Ms. Mierkowski stated that this being the end of the fiscal year, staff is busy closing out activities for the past fiscal year and setting up activities for the new fiscal year. She introduced Matt Rejc who is a CD associate, and will be presenting items later.

Ms. Mierkowski informed the commission that the City of Urbana won a bid in they had put in with the City of Champaign to host a Regional Neighborhood Networking Conference in Champaign-Urbana. The conference will take place in the fall of 2016. She said they are putting together a planning committee for the conference and would like two to five Urbana residents who might be interested, as well as a commissioner if one is interested. Meetings for the planning committee will take place over the next year.

Old Business: None

New Business:

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Senior Services)

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Youth Assessment Center)

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Persons Assuming Control of Their Environment – Personal Assistance, Project)

Matt Rejc, CD Associate, stated that City Council has finished discussion about how to distribute Consolidated Social Service Funds to agencies that had applied for it. They also decided how to distribute the \$5000 of CDBG money that is also being used for this. It was decided that the money will be distributed to two agencies, Champaign County Regional Planning Commission for the Youth Assessment Center and Senior Services Program, and Persons Assuming Control of Their Environment (PACE), for their Personal Assistance program.

Mr. Rejc would like the commission to decide whether they want to forward the resolution approving the CDBG funds for this fiscal year to the City Council with recommendation for approval. The Grants Management Division will monitor the use of all funds. On March 24 the City Council developed a list of the priorities for use of the CDBG funds. Those priorities were seniors and youth, homelessness and special needs populations. All three programs from the two agencies touch on at least one of those priorities.

The allocation of funds will be as follows:

- \$1,500 to the Senior Services Program, \$750 of which would be from CDBG Funds.
- The Youth Assessment Center would receive \$3,800, with \$1,250 from CDBG Funds.
- The Personal Assistance Program would receive \$6,000, with \$3,000 from CDBG Funds.

Mr. Rejc informed the Commission that it has the option to forward the resolutions with Champaign County Regional Planning Commission, Senior Services, Youth Assessment Center and Persons Assuming Control of Their Environment to the City Council with recommendation for approval. It could also forward the resolution with recommended changes, or not approve the resolution.

As far as fiscal impact to the City General Fund, there will be none, as federal grant money will be used. Staff does recommend approval of the resolutions. The agreements are now under review by the City Attorney and are subject to change. There would be no negative impact on the Community Development program or funding.

The options of the commission are to forward the resolutions approving the agreements, forward the resolutions approving the agreements with suggested changes, or do not make a recommendation for approval. Chairperson Cobb entertained a motion to forward the resolution to City Council with a recommendation for approval, forward it with a recommendation for approval with changes, or not recommend for approval. Commissioner Cunningham recommended that the resolution be forwarded to the City Council for approval; Commissioner Karplus seconded. Motion carried.

A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS;

A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY;

A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY.

Mr. Rejc stated that as in the past with ESG funding, the City of Urbana has been chosen by the Champaign County Continuum of Care to be the sole recipient of those funds and will subgrant those funds out to different subrecipients. The options of the commission are to recommend approval of the three subrecipient agreements for the Community Elements Time Center, Crisis Nursery, and The Salvation Army, forward the resolutions approving the agreements with suggested changes, or do not make a recommendation for approval.

On June 24, 2015, the City of Urbana received notice from the Illinois Department of Human Services that their ESG application had been approved for \$51,652. Two days later the City executed its agreement with the Department of Human Services and is now required to execute its subrecipient agreements with the three agencies that were mentioned.

There will be no fiscal impact on the City General Fund or the Community Development Funding. Community Elements will receive \$21,406.10, Crisis Nursery will receive \$6,239.81, The Salvation Army will receive \$10,248.96 and the City of Urbana will receive \$1,360.55 for the administration of the program. In addition \$12,396.58 will be directed for Direct Street Outreach activities. The use of these funds is in line with FY 2015-2019 Consolidated Plan. Staff recommends that the Commission forward the resolutions to the City Council with recommendation for approval.

Commissioner Karplus asked for an explanation about what the Direct Street Outreach Program is. Ms. Mierkowski explained that some of the money designated for Direct Street Outreach could go to emergency family shelter, or the Canteen Run which provides water, food and clothing to people on the street. There are several different agencies that could use the funding. An application process for agencies to apply for the funding would be made available and the agency with the best application would receive the funding for their program.

Commissioner Moreland asked if there is a way that the agencies notify the community about their programs. Ms. Mierkowski said she could have some of the agencies attend a future meeting to tell the Commission how they go about letting the public know what programs are available and exactly how the funds are used by the agency. Chairperson Cobb recommended that after a vote, the Commission could include in the recommendation that the City Council require the agencies publicize in an effective way to let people know what programs are available.

Chairperson Cobb entertained a motion to forward the resolution to City Council with a recommendation for approval, forward it with a recommendation for approval with changes, or not recommend for approval. Commissioner Moreland recommended that the resolution be forwarded to the City Council for approval, along with communication to the public about available programs; Commissioner Searing seconded. Motion carried.

Study Session: No items for this agenda.

Adjournment: Seeing no further business, Chairperson Cobb adjourned the meeting at 8:05pm.

Recorded by
Kay Meharry,
Administrative Assistant II

UNAPPROVED