# DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES



Grants Management Division

#### memorandum

**TO:** Laurel Lunt Prussing, Mayor, City of Urbana

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

**DATE:** August 17, 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 17, 2015 meeting of the Urbana City Council 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 Council should approve the Resolutions concerning 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. During this program year, all ESG funds will be dedicated to operations-related expenses. The ESG program in general does allow funding for essential services, but none of the three agencies are slated to receive funds for that purpose. 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 that will cover operations-related expenses 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 with an emphasis on communication with the general public. In response to the emphasis on marketing that the CDC included in its recommendations, representatives from the three agencies made presentations to the Committee of the Whole regarding their marketing practices. CoC Chair Lisa Benson also addressed some of the concerns that the Committee voiced and answered questions.

During its August 10, 2015 regular meeting, the Urbana City Council Committee of the Whole forwarded the attached Resolutions with a unanimous recommendation for approval. The following questions and requests were voiced during the meeting and are addressed below:

- A request was made to view the ESG grant application that was submitted to the Illinois Department of Human Services (DHS). The application was emailed to Council in advance of the meeting and is available on the City website.
- In response to a question concerning whether or not the City currently has control over the \$51,652.00 authorized through the agreement with DHS, Grants Management staff is scheduled to meet with members of the Finance Department during the week of August 17<sup>th</sup> to determine if a budget resolution is needed. Further action will be taken based on the outcome of that meeting.
- In response to a question regarding the decision to designate \$12,396.58 to street outreach activities, and whether it reflected upon the CDC's desire to emphasize marketing, it should be pointed out that the ESG budget and precise allocation amounts were in fact determined by DHS and not the CDC.
- To clarify a comment made by staff concerning the funds dedicated to street outreach activities, it is currently intended that different agencies will apply for the street outreach funds at a time yet to be determined, and a decision will be made as to their best use following the application process.

# **Options**

The City Council can:

1. Approve the Resolutions concerning the agreements with Community Elements, Crisis Nursery, and The Salvation Army.

- 2. Approve the Resolutions concerning 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 1<sup>st</sup>, 2015, and the total amount of funding is as follows:

Total amount of grant:	\$51,652.00
Community Elements – TIMES	\$21,406.10
Crisis Nursery	\$ 6,239.81
The Salvation Army	\$10,248.96
City of Urbana	\$ 1,360.55

A total of \$12,396.58 is also designated for street outreach activities.

#### **Recommendations**

Staff, the Community Development Commission, and the City Council Committee of the Whole unanimously recommend approval of the proposed Resolutions.

Prepared by:

Matt Rejc Community Development Specialist

Matthew Reje

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 \$21,406.10 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 herby 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 }	oy the Mayor this			
·			Laurel Lunt Prussing, Mayor	_

# EMERGENCY SOLUTIONS GRANTS SUBRECIPIENT AGREEMENT WITH COMMUNITY ELEMENTS

**CFDA #** 14.231

**CFDA Title**State Awarding Agency
Emergency Shelter Grants Program
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 <a href="Community Elements - TIMES Center">Community Elements - TIMES Center</a> (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.

#### <u>Section 1. Definitions.</u> 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 26<sup>th</sup>, 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: \$ 21,406.10 Essential Services: \$ 0.00

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

Operations Matching Funds: \$ 21,406.10 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 \$ 42.812.20

<u>Section 5. Matching Funds.</u> Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to \$21,406.10 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.

<u>Section 6. Allowable Costs – Emergency Shelter Component.</u> 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.

<u>Section 7. Payouts</u>. 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.

<u>Section 8. Notices.</u> 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
TO THE OUR RECIPIENT	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.

<u>Section 10. Certification by Subrecipient.</u> 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.

<u>Section 12. Notices.</u> 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:** 

Phyllis Clark, City Clerk

# BY: Laurel Prussing, Mayor ATTEST: DATE DATE

# **COMMUNITY ELEMENTS (SUBRECIPIENT):**

BY:		DATE:
	Name & Title:	
ATTEST:		DATE:
	Nama & Titla:	

## 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 \$6,239.81 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 herby 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**State Awarding Agency
Emergency Shelter Grants Program
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 <a href="Crisis Nursery">Crisis Nursery</a> (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 24<sup>th</sup>, 2015, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26<sup>th</sup>, 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 26<sup>th</sup>, 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.

<u>Section 2. Purpose of Subrecipient Agreement.</u> 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 <u>July 1</u>, <u>2015</u> through the ending date of <u>June 30</u>, <u>2016</u>.

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.

<u>Section 4. Grant Award.</u> 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: \$ 6,239.81 Essential Service \$ 0

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

Operations Matching Funds: \$ 2,000.00 Essential Services Matching Funds: \$ 4,239.81

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

Total Committed Funds \$ 12.479.62

<u>Section 5. Matching Funds.</u> Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to \$6,239.81 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.

<u>Section 6. Allowable Costs – Emergency Shelter Component.</u> 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.

<u>Section 7. Payouts</u>. 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.

<u>Section 8. Notices.</u> 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.

Kelly H. Mierkowski, Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
Stephanie Record, Executive Director
Crisis Nursery
1309 West Hill Street
Urbana, Illinois 61801

<u>Section 9. Default.</u> 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.

<u>Section 10. Certification by Subrecipient.</u> 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.

<u>Section 11. Subgrants by the Subrecipient.</u> 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.

<u>Section 12. Notices.</u> 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:		DATE
	Laurel Prussing, Mayor	
ATTEST:		DATE:
	Phyllis Clark City Clerk	

## **CRISIS NURSERY (SUBRECIPIENT):**

BY:		DATE:
	Name & Title:	
ATTEST:		DATE:
	Name & Title:	

## 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 \$10,248.96 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 herby 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**State Awarding Agency
Emergency Shelter Grants Program
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 <a href="The Salvation Army">The Salvation Army</a> (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 24<sup>th</sup>, 2015, the City received notice that DHS approved the City's application for ESG funds; and

WHEREAS, on June 26<sup>th</sup>, 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.

#### <u>Section 1. Definitions.</u> 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 26<sup>th</sup>, 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.

<u>Section 2. Purpose of Subrecipient Agreement.</u> 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 <u>July 1</u>, <u>2015</u> through the ending date of <u>June 30</u>, 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: \$ 10,248.96 Essential Services: \$ 0.00

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

Operations Matching Funds: \$ 10,248.96 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 \$ 20,497.92

<u>Section 5. Matching Funds.</u> Subject to the terms of the this Subrecipient Agreement, the Subrecipient agrees to provide a matching contribution in funds equal to \$10,248.96 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.

<u>Section 6. Allowable Costs – Emergency Shelter Component.</u> 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.

<u>Section 7. Payouts</u>. 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.

<u>Section 8. Notices.</u> 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

<u>Section 9. Default.</u> 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.

<u>Section 10. Certification by Subrecipient.</u> 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.

<u>Section 11. Subgrants by the Subrecipient.</u> 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.

<u>Section 12. Notices.</u> 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:		DATE
	Laurel Prussing, Mayor	
ATTEST:		DATE:
	Phyllis Clark, City Clerk	
THE SALVAT	TION ARMY (SUBRECIPIENT):	
BY:	Name & Title:	DATE:
ATTEST:	No. 10 Title	DATE:
	Name & Title:	

## 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

### 2015 ESG 12 MONTH PROJECT BUDGET Grant Term: 7/01/2015 – 6/30/2016

Applicant Name: City of Urbana\_\_\_\_\_

1. ESG-Eligible Activity	2. Total Cost	ESG Funding Request	3. Match Funds	4. Match Source
Street Outreach	4	442.006.20	442.005.00	
Centralized Intake? Emergency Family Shelter? Canteen Street Outreach Program?	. ,	\$12,396.58	\$12,396.58	Reserved
Emergency Shelter - Operations:				United Way
Community Elements – TIMES Center Crisis Nursery		\$21,406.10 \$ 6,239.81	\$21,406.10 \$ 2,000.00	In-kind PCMC cash reserves
The Salvation Army		\$10,248.96	\$10,248.96	General donations
Emergency Shelter - Essential Services:				
Crisis Nursery	\$4,239.81	\$0.00	\$4,239.81	In-kind PCMC
Administration:				
City of Urbana	\$2,721.20	\$1,360.55	\$1,360.55	HUD-SHP
TOTAL	\$103,304.00	\$51,652.00	\$51,652.00	

NOTE: 1. Applicant should refer to December 5, 2011 interim rules and regulations for eligible activities and definitions.

- 2. Attach formal letters of commitment detailing matching funds and/or value of donations.
- 3. In-kind contributions must be supported by appropriate documentation, appraisals, etc.



# UNAPPROVED MINUTES

## COMMUNITY DEVELOPMENT COMMISSION MEETING

Tuesday, July 28, 2015, City Council Chambers 400 South Vine Street, Urbana, IL 61801

<u>Call to Order:</u> Chairperson called the meeting to order at 7:05pm.

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

<u>Commission Members Present</u>: 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

<u>Others Present</u>: 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 Bengston 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.

<u>Petitions and Communications</u>: 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 was 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 is 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 safely 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.

**UNAPPROVED** 

Recorded by Kay Meharry, Administrative Assistant II

# STATE OF ILLINOIS

# **Emergency Solutions Grants (ESG) Program**

2015 Grant Funding Packet

Illinois Department of Human Services 815 E Monroe Street Springfield, Illinois 62701





# Office of the Mayor Laurel Lunt Prussing

400 S. Vine Street Urbana, IL 61801 (217) 384-2456 Fax (217) 384-2426 Ilprussing@urbanaillinois.us

May 12, 2015

Ms. Stacey DiFuccia Illinois Dept. of Human Services 500 East Monroe Street, R2 Springfield, Illinois 62701

Dear Ms. DiFuccia,

The Grants Management Division, as part of the Dept. of Community Development Services at the City of Urbana, is pleased to submit an application for the 2015 Emergency Solutions Grant. The City of Urbana actively participates in the Champaign County Continuum of Care and is a member of the Executive Steering Committee.

This Department currently receives several grants from the Department of Housing and Urban Development (HUD). For over 19 years, The City of Urbana (City) has administered the Supportive Housing Program grant on behalf of two (2) local agencies that operate Transitional Housing Programs for Homeless Families. In addition, the City currently uses Community Development Block Grant (CDBG) funds to operate a Transitional Housing Program that is internally managed by the City, which includes administering the program funds and providing supportive services to the clients in the program.

To meet the minimum grant award threshold of \$25,000, this application is being submitted in partnership with Community Elements, Crisis Nursery, and The Salvation Army, all agencies that have received this funding from your agency in years past. The funds requested in the amount of \$50, 291.45, (not including admin) will be sub-granted to the agencies listed above for emergency shelter operations at their specified sites, as well as a portion of the allocation to be reserved under street outreach.

If you have any questions or concerns please contact Kelly H. Mierkowski, Manager, Grants Management Division at 217-384-2441 or by e-mail at khmierkowski@urbanaillinois.us.

Sincerely,

Charles A. Smyth Mayor Pro Tem City of Urbana



## **ESG SUBMISSION CHECKLIST**

Check "X" if Enclosed	The Following Documentation is Required For All 2015 ESG Applicants:	<u>Page</u> Number
X	Letter of Transmittal from Executive Director OR Authorized Official	2
X	Completed Submission Checklist (This Page)	3
	One (1) emailed copy of the completed application	
x	Provider Agency Cover Sheet	4
X	Organization Narrative	5
X	Community Need Form	6
X	2015 Homeless Consumer Participation Form & Continuum of Care Participation	7-8
	2015 Operations	NA
. <b>X</b>	2015 Financial Management Form (Enclosed)	9
X	Proposed Use of Grant Funds (Instructions Enclosed)	10
	Project Budget Form (Enclosed)	11
X	Urbana City Council Meeting Minutes 5/2013 - Council Appt: Mayor Pro Tem	12-17
X		
<b>T</b>	Att. A - Certification of Primarily Religious Organization (If Applicable)  Att. BCertification of Local Approval	
X	Att. C ESG Program Certifications	18 19
X	Att. DVerification of Match Commitment	20-21
	Att. E -IRS Letter of Not For Profit Status (If applicable See instructions on Page A-2)	
	Att. F Fire Inspection (within last 12 months)	
2	Att. G Health Inspection (within last 12 months); Applicable if organization provides congregate meals prepared by agency staff)	
	Att. H - Registration as Charitable Organization	
X	Att. INetworking Agreements	22-38
X	Att. J Support Letters	39-51
X	Att. KNon-Discrimination Policy	52-58
X	Att. LStaff Grievance Policy	59-61
	Att. M Staff/Client Confidentiality Policy Att. N Client Intake/Assessment Forms	
	Att. O Shelter Rules & Regulations (if applicable)	
	Att. P - Client Grievance Procedures	
	Att. Q - Client Termination Policy	
X	Att. RBoard of Director Information	62-63
x	Att. S IRS W-9 form-Request for Taxpayer Identification Number & Certification	64-65
X	Att. T –Environmental Documents	66-68

#### 2015

#### PROVIDER AGENCY FUNDING PLAN PACKET

#### PROVIDER AGENCY/APPLICANT COVER SHEET

Legal Name of Agency/Organization:	City of Urbana
Agency/Organization Address:	400 South Vine Street, Urbana Illinois 61801
Agency/Organization Mailing Address:	400 South Vine Street, Urbana Illinois 61801
Agency/Organization FEIN Number	37-6000524
Agency/Organization DUNS Number	111969957
Agency/Organization Website:	www.urbanaillinois.us
Executive Director/Certifying Official:	Laurel Lunt Prussing, Mayor, City of Urbana Charles A. Smyth, Mayor Pro Tem, City of Urbana
Executive Director/Certifying Official E-mail Address:	llprussing@urbanaillinois.us casmyth@urbanaillinois.us
Executive Director/Certifying Official Telephone:	217-384-2456
Contact Persons:	Kelly Mierkowski, Manager, Grants Management Division
Contact Persons E-mail Address:	khmierkowski@urbanaillinois.us
Contact Persons Telephone:	217-384-2441
All Counties Served:	City of Urbana, Champaign County, IL
Facility Handicap Accessible? (Yes / No)	Yes
Faith-Based Organization? (Yes / No)	No
Type of Organization:	Not-For-Profit ☐ Unit or General Local Government ☒
AUTHORIZATION With my signature. I hareby affirm that I am duly authorized the state of the stat	rized to submit proposals on behalf of the applicant

With my signature, I hereby affirm that I am duly authorized to submit proposals on behalf of the applicant organization.

 $\frac{5/12/15}{\text{Date}}$ 

#### **ORGANIZATION NARRATIVE**

The narrative portion of the application must include all information requested, when applicable. All projects should be planned for a maximum of 12 months. Attach pages as necessary.

#### Organization and Services Provided

The City of Urbana, a local government, is applying for the Emergency Solutions Grant and will be administering the grant on behalf of three (3) agencies/organization: Community Elements/TIMES Center, Crisis Nursery, and The Salvation Army. Funds will be allocated to the above agencies for either operating or essential services or a combination of the two, as well as funds reserved for street outreach to possibly be used for centralized intake or the emergency family shelter. The Grants Management Division (GMD) in the Community Development Services Department will be administering this grant on behalf of the City. GMD staff has over 10 years of administering Federal grants from the Department of Housing and Urban Development (HUD).

The Grants Management Division has an advisory board, the Community Development Commission, whose purpose is to advise the Mayor and City Council on community development goals, objectives, and resource allocations; monitor, evaluate, and recommend community development activities; seek out and receive community input; and represent the population in community development activities.

With assistance from the staff of the Grants Management Division, the Commission shall also develop and recommend to the Urbana City Council a community development plan from time to time, or other related documents, consistent with the requirements of the U.S. Department of Housing and Urban Development (HUD). The Community Development Commission is supported by staff of the Grants Management Division of the Community Development Services Department of the City of Urbana.

Staff from the Grants Management Division serves on the Executive Committee of the Champaign County Continuum of Care. The City of Urbana also administers the Supportive Housing Program Homeless Families in Transition on behalf of Courage Connection/Homeless and Domestic Violence Programs. The City of Urbana also internally runs a transitional housing program for homeless families with children, using Community Development Block Grant (CDBG) Public Service Funds for personnel and property management.

#### Previous Funding (if applicable)

The Grants Management Division, on behalf of the City, also administers the Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Supportive Housing Program (SHP), and has received funding for the last two years from the State of Illinois (Year 1 from Department of Community and Economic Opportunity & Year 2 from Department of Human Services) for the Emergency Solutions Grant.

#### **COMMUNITY NEED**

This section of the proposal must address the COMMUNITY needs of the homeless population in your service area and describe the agency-specific needs and gaps in services that you will address if the ESG proposal is funded. This should factor in the CoCs needs assessment. Attach pages as necessary.

#### Crisis Nursery

In January 2014, the Champaign County Continuum of Care conducted a point-in-time survey of the area's homeless population and found that on that day, 222 people in 176 households were homeless. This need is evident in Crisis Nursery's own admission data. In FY13, we served 100 homeless children through 439 admissions. In FY14, we served 123 homeless children through 860 admissions. This is 23% increase in the number of homeless children served and a 98% increase in the number of admissions of homeless children to Crisis Nursery in the course of a year. FY15 homeless data is not available yet.

In addition, we know that extreme poverty in our community puts additional children at risk. The 2015 Illinois Kids Count Report reported that 20.7% of children (18 and under) in Illinois live in poverty. For children six and under, the rate is higher, with 23.4% of all children 6 and under in Illinois living in poverty. Champaign County is comparable to the state's average, with 23.4% of children 18 and under living in poverty – nearly 1/5 of the children in the County. The federal poverty level in 2013 was \$23, 707 for a family of three with two children and \$23,624 for a family of four with two children. Crisis Nursery services are essential to provide care and support to children when they are most vulnerable, ages 0-6. Considering the recent rise in utilization of Nursery services by homeless families, we anticipate this trend to continue, resulting in continued increased usage of services and a need for increased staff coverage.

Crisis Nursery is a unique, unduplicated service in Champaign County. They are the only emergency-based crisis child care facility open 24 hours, 365 days a year for the entire community to access with no fees or income eligibility. The primary purpose of this application is to seek additional funding to continue providing support services to children of families experiencing homelessness. Although traditional homeless and domestic violence shelters provide food and shelter to their residents, they often cannot provide child care assistance. Crisis Nursery meets this need, providing emergency child care as well as parenting support and education, resources referrals, and necessary goods such as diapers (as resources allow). Considering the recent rise in utilization of Nursery services by homeless families, we anticipate that this trend will continue, resulting in continued increased usage of services and a need for increased staff coverage.

#### **Community Elements**

The Champaign County Continuum of Care homeless point in time survey conducted on January 28, 2014 identified 222 persons as being homeless, 32 of whom were identified as having serious mental illness, chronic substance abuse and/or HIV/AIDS. Because of the time (late January) that HUD selects for this survey, figures may be affected by weather.

TIMES Center provides access to case management assistance, referral, and emergency meals for men and women. Transitional housing services are available for men only. In FY2014, TIMES Center provided more than 17,000 nights of care to 368 homeless men and served more than 76,000 meals to individuals in need of lunch or dinner. Mental health and substance abuse screenings were conducted on clients receiving transitional housing at TIMES Center.

Based on historical data, it is anticipated they will provide shelter, meals, and case management assistance to a minimum of 368 unduplicated clients with ESG funded services. ESG funds will be used to pay utility costs associated with operating the transitional site and food services facilities. Continued funding will allow Community Elements to continue to maintain this facility as a transitional housing shelter. While safe lodging and adequate meals meet basic needs, clients also require assistance with obtaining identification, developing plans to pursue employment, access to mental health and more intensive addiction treatment services as well as acquiring necessary life skills to become self-sufficient. ESG funds, in addition to assisting with operational costs, will also be used to support staff who work one-on-one with the clients.

#### The Salvation Army

The Salvation Army represents one piece of a coordinated effort to provide comprehensive services to homeless individuals in Champaign County. The Stepping Stones Shelter maintains the responsibility to provide safe, stable housing and supportive services to homeless men in the community. The Salvation Army provides the only transitional housing program for homeless men, and is one of two agencies that provide emergency overnight shelter to homeless men in the community. The comprehensive supportive services the men receive are designed to assist them in acquiring and sustaining permanent housing while they stay at the Stepping Stones Shelter. An individualized plan is developed for each program participant to address the specific barriers that prevent them from becoming productive members of the community. Program participants are referred to social service providers to assist with addiction, mental health, employment, and educational needs.

# Continuum of Care Participation

Services provided through ESG funds are usually the early steps in a Continuum of Care (CoC) for persons who are
homeless or at risk of homelessness. The CoC model uses a community-based process to envision, organize and plan a
coordinated, systematic approach to address homelessness. The process should be as inclusive as possible, which
means all agencies and organizations that provide services to homeless or at risk of homelessness persons should be
means all agencies and organizations that provide services to nometers of at risk of nometersness persons should
involved regardless of whether they are requesting ESG funding. Homeless and/or formerly homeless persons should
also be involved to the greatest extent possible.

Is your organization an active, participating member in a local Continuum of Care?			☐ No
If no, please provide an explanation:			
How often does the CoC meet annually?	Monthly / 10-12 times per year		
How many of those meetings were attended by	staff from your organization? 8-12 to	imes per ye	<u>ear</u>

#### 2015 HOMELESS CONSUMER PARTICIPATION

The interim rule revises the current homeless participation requirement so that if a recipient is unable to meet the participation of homeless individual's requirement, the recipient must develop a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive ESG funding. as per 24 CFR Part V, 576.56 (b) (1).

Name of Organization: City of Urbana
1. Does the organization have representation of a Homeless or Formerly Homeless member on the Board of Directors or other equivalent Policymaking Entity?  Yes, homeless representative serves on the Board of Directors. Yes, homeless representative serves on a Policymaking Entity. No, explain how this requirement is being met?
The City of Urbana is a local government, whose Council is made of elected officials.
2. The number of homeless representatives on the Board of Directors or policymaking entity:0_
3. The name of the Policymaking Entity is: <u>Urbana City Council</u> , <u>City of Urbana</u> , <u>IL</u>
<ul> <li>4. a. Does the Policymaking Entity consider and make policies and decisions regarding any facility, service, or other assistance provided by your organization?</li> <li>Yes</li> <li>No</li> </ul>
b. If yes, explain the types of policies and decisions regarding the facility, services, or other assistance which are made by the Policymaking Entity and how policies and decisions made by the Policymaking Entity are forwarded to the Board of Directors and what happens after.
Staff from various departments within the City bring items to the City Council for discussion and for approval.

## 2015 FINANCIAL MANAGEMENT

	YES	NO	N/A
<ol> <li>Do the accounting records for the organization (or agency) identify the source and use of all funds, including information on:         <ul> <li>A. all grant awards received</li> <li>B. authorizations or obligations of the awards received</li> <li>C. un-obligated balances</li> <li>D. assets and liabilities</li> <li>E. program income</li> <li>F. total actual outlays or expenditures to date</li> </ul> </li> </ol>			
2. Are the accounting records of the agency supported by adequate source documentation such that the combination of source documentation and accounting records could provide a complete audit trail, documenting when a purchase was requested and by whom, how it was formally approved, what funds were used to pay for it, when it was paid and for how much?			
3. Does your agency use certifications of time spent, cost allocation plans or employee timesheets that allow grant funded time spent on ESG-related activities to be tracked separately from time spent and funded from other resources?			
4. Does the agency have a system in place for maintaining its financial records for four years or until any litigation, claim, audit, or other action involving the records has been resolved, whichever comes later?			
5. Does the agency have a current financial policy and procedure manual that covers basic accounting procedures such as those for recording financial transactions, for maintaining accounting records, and for approving grant funded expenditures?			

# 2015 EMERGENCY SOLUTIONS GRANT PROGRAMS PROVIDER AGENCY FUNDING PLAN PACKET

#### PROPOSED USE OF GRANT FUNDS

The City of Urbana will be using administration funds in the amount of \$1,360.55, for the purpose of administering this grant on behalf of three agencies - Community Elements/TIMES Center, Crisis Nursery, and The Salvation Army, who will be receiving operating and/or essential services funding; street outreach funds will be reserved.

- A. Street Outreach- Essential Services Only
  - (1) Centralized Intake (CoC), Emergency Family Shelter, and/or Canteen Run Street Outreach?
- B. Emergency Shelter (ES)
  - a. Operations -
    - (1) Community Elements/TIMES Center
    - (2) Crisis Nursery
    - (3) The Salvation Army
- C. Administration
  - (1) City of Urbana

#### 2015 ESG 12 MONTH PROJECT BUDGET Grant Term: 7/01/2015 - 6/30/2016

Applicant Name: City of Urbana

1. ESG-Eligible Activity	2. Total Cost	ESG Funding Request	3. Match Funds	4. Match Source
Street Outreach  Centralized Intake?  Emergency Family Shelter?  Canteen Street Outreach Program?		\$12,396.58	\$12,396.58	Reserved
Emergency Shelter - Operations:  Community Elements — TIMES Center Crisis Nursery The Salvation Army	\$ 8,239.81	\$21,406.10 \$ 6,239.81 \$10,248.96	\$21,406.10 \$ 2,000.00 \$10,248.96	United Way In-kind PCMC cash reserves General donations
Emergency Shelter - Essential Services:  Crisis Nursery	\$4,239.81	\$0.00	\$4,239.81	In-kind PCMC
Administration:  City of Urbana		\$1,360.55	\$1,360.55	HUD-SHP
TOTAL	\$103,304.00	\$51,652.00	\$51,652.00	

NOTE: 1. Applicant should refer to December 5, 2011 interim rules and regulations for eligible activities and definitions.

- 2. Attach formal letters of commitment detailing matching funds and/or value of donations.
- 3. In-kind contributions must be supported by appropriate documentation, appraisals, etc.

#### STATE OF ILLINOIS

#### CITY OF URBANA

Laurel Lunt Prussing, Mayor

Phyllis D. Clark, City Clerk



# URBANA CITY COUNCIL MEETING MAY 20, 2013

The City Council of the City of Urbana, Illinois, met in regular session Monday, May 20, 2013 in the Council Chambers at the Urbana City Building.

#### ELECTED OFFICIALS PHYSICALLY PRESENT

Charlie Smyth, Alderman Ward 1
Eric Jakobsson, Alderman Ward 2
Carol C. Ammons, Alderwoman Ward 3
Bill Brown, Alderman Ward 4
Dennis Roberts, Alderman Ward 5
Michael P. Madigan, Alderman Ward 6
Diane W. Marlin, Alderwoman Ward 7
Laurel Lunt Prussing, Mayor
Phyllis D. Clark, City Clerk

#### ELECTED OFFICIALS PRESENT VIA TELECONFERENCE

None

#### ELECTED OFFICIALS ABSENT

None

#### STAFF PRESENT

James Simon; Mike Monson; Patrick Connolly; Brian Nightlinger; William Gray; Elizabeth Tyler; William DeJarnette; Thomas Carrino; Elizabeth Beaty

#### OTHERS PRESENT

James Kilgore; Aaron Ammons; Carol McKusick; Bishop King James Underwood; Members of the Media

#### A. CALL TO ORDER AND ROLL CALL

Mayor Prussing called the meeting of the Urbana City Council to order at 7:01 p.m.

#### B. APPROVAL OF MINUTES OF PREVIOUS MEETING

May 6, 2013 - Alderwoman Ammons made a motion to approve the minutes of the meeting held May 6, 2013. Alderman Smyth seconded. The motion carried by voice vote. The minutes were approved as presented with no corrections.

Urbana City Council Minutes: May 20, 2013

Page 2 of 6

#### C. ADDITIONS TO THE AGENDA

There were none.

#### D. PETITIONS AND COMMUNICATIONS

The following people addressed the Council in opposition to Ordinance No. 2013-04-037 regarding vehicles for hire: Jamess Kilgore and Aaron Ammons, representing Citizens with Convictions.

Carol McKusick addressed the Council on the topic of the Enterprise Zone for Frasca/Soccer Planet and expressed support for postponing.

Bishop King James Underwood did not wish to address the Council, but completed a public input card representing Dr. Ellis Subdivision and concern about the sewer issue of that neighborhood and interest in the resolution to resolve it.

#### Council Member Input

Mayor Prussing read a Proclamation proclaiming May 19-25, 2013 as "National Public Works Week".

#### E. UNFINISHED BUSINESS

There was none.

#### F. REPORTS OF STANDING COMMITTEES

#### 1. Committee Of The Whole

a. Ordinance No. 2013-04-037: An Ordinance Amending Urbana City Code Chapter Twenty-Six, Article II (Vehicles for Hire - 2013)

Alderman Smyth made a motion to approve. Alderwoman Marlin seconded. The vote was as follows:

Aye: Brown, Jakobsson, Madigan, Marlin, Smyth

Nay: Ammons, Roberts

Disposition: Ordinance No. 2013-04-037, "An Ordinance Amending Urbana City Code Chapter Twenty-Six, Article II (Vehicles for Hire - 2013)", was approved by Council by roll call vote (5-aye:2-nay).

b. Ordinance No. 2013-05-042: An Ordinance Approving a Redevelopment Agreement, First Amended and Restated, with Cake Design Development, LLC (206, 208 and 210 West Main Street - Matt Cho)

Alderman Smyth made a motion to approve. Alderman Roberts seconded.

Urbana City Council Minutes: May 20, 2013

Page 3 of 6

Alderwoman Ammons moved to act on Ordinance Nos. 2013-05-042 and 2013-05-043 in omnibus fashion. Alderman Madigan seconded. The motion carried by a voice vote.

The vote on the motion to approve Ordinance Nos. 2013-05-042 and 2013-05-043 was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth, Mayor Prussing

Nay: None

Disposition: Ordinance No. 2013-05-042, "An Ordinance Approving a Redevelopment Agreement, First Amended and Restated, with Cake Design Development, LLC (206, 208 and 210 West Main Street - Matt Cho)", and Ordinance No. 2013-05-043, "An Ordinance Revising the Annual Budget Ordinance, FY 2012-13 (Redevelopment Agreement, First Amended and Restated - Cake Design Development, LLC)", were approved by Council by roll call vote (8\*-aye:0-nay). [\*Ord. No. 2013-05-043 required Mayor's vote.]

Ordinance No. 2013-05-043: An Ordinance Revising the Annual Budget Ordinance, FY 2012-13 (Redevelopment Agreement, First Amended and Restated - Cake Design Development, LLC)

Approved by Council (8\*-aye:0-nay). [\*Required Mayor's vote.]

d. Ordinance No. 2013-05-041: An Ordinance Approving the Addition of Territory to the Urbana Enterprise Zone (Frasca International/Soccer Planet Properties)

Alderman Smyth moved to approve. Alderman Roberts seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Nay: None

Disposition: Ordinance No. 2013-05-041, "An Ordinance Approving the Addition of Territory to the Urbana Enterprise Zone (Frasca International/Soccer Planet Properties)", was approved by Council by a roll call vote (7-aye:0-nay).

e. Ordinance No. 2013-05-040: An Ordinance Requesting a

Permanent Easement and a Temporary Construction Easement
from Urbana School District No. 116 (Race Street between
Towa Street and Michigan Avenue)

Alderman Smyth made a motion to approve. Alderwoman Ammons seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Urbana City Council Minutes: May 20, 2013 Page 4 of 6

Nay: None

Disposition: Ordinance No. 2013-05-040, "An Ordinance Requesting a Permanent Easement and a Temporary Construction Easement from Urbana School District No. 116 (Race Street between Iowa Street and Michigan Avenue)", was approved by Council by a roll call vote (7-aye:0-nay).

f. Resolution No. 2013-05-020R: A Resolution Authorizing

Execution of a Construction Engineering Services Agreement
for Federal Participation with Clark Dietz, Inc. Champaign, IL (Goodwin Avenue and Green Street
Intersection)

Alderman Smyth made a motion to adopt the resolution. Alderwoman Marlin seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Nay: None

Disposition: Resolution No. 2013-05-020R, "A Resolution Authorizing Execution of a Construction Engineering Services Agreement for Federal Participation with Clark Dietz, Inc. - Champaign, IL (Goodwin Avenue and Green Street Intersection)", was adopted by Council by roll call vote (7-aye:0-nay).

g. Resolution No. 2013-05-021R: A Resolution Approving and
Authorizing the Execution of a Local Agency/State Agreement
for Federal Participation with the Illinois Department of
Transportation (Goodwin Avenue and Green Street
Intersection)

Alderman Smyth made a motion to adopt the resolution. Alderwoman Ammons seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Nay: None

Disposition: "Resolution No. 2013-05-021R, "A Resolution Approving and Authorizing the Execution of a Local Agency/State Agreement for Federal Participation with the Illinois Department of Transportation (Goodwin Avenue and Green Street Intersection)", was adopted by Council by roll call vote (7-aye:0-nay).

With nothing further to report, the next meeting of the Committee Of The Whole is scheduled for Tuesday\*, May 28, 2013 at 7:00 p.m. in the Council Chambers. [\*Meeting will be held on Tuesday due to holiday observing Memorial Day on Monday.]

Urbana City Council Minutes: May 20, 2013 Page 5 of 6

#### G. REPORTS OF SPECIAL COMMITTEES

There were none.

#### H. REPORTS OF OFFICERS

Mayor Prussing informed Council Members that she will be presenting a resolution to Committee next week requesting that hospitals pay their fair share of property taxes.

#### I. NEW BUSINESS

#### 1. Mayoral Appointments:

The following items were acted on in omnibus fashion.

#### a. Public Arts Commission - Eric Jakobsson

#### b. Traffic Commission - Michael P. Madigan

Alderman Smyth made a motion to approve the Mayoral appointments. Alderman Roberts seconded and the motion carried by voice vote.

Disposition: The appointments of Eric Jakobsson to the Public Arts Commission and Michael P. Madigan to the Traffic Commission were approved by Council by voice vote.

#### 2. Council Appointment: Mayor Pro-tem

Alderman Roberts nominated Alderman Smyth to the duty of Mayor Pro-tem. Alderman Jakobsson seconded and the motion carried by a voice vote. Alderman Smyth accepted.

Disposition: Alderman Charlie Smyth was elected by Council by a voice vote to the duty of Mayor Pro-tem, carrying out the duties of the Mayor in her absence (i.e., conduct Council/Committee meetings, attending meetings and community functions, sign documents, etc.).

Resolution No. 2013-05-022R: A Resolution of Protest Against a
Proposed Text Amendment to the Champaign County Zoning Ordinance
(Request by the Champaign County Zoning Administrator to Amend
the Champaign County Zoning Ordinance Concerning Contractor
Facilities - Plan Case No. CCZBA 734-AT-12)

Robert Myers (Planning Division Manager) presented the staff report.

Alderwoman Marlin made a motion to defeat the resolution. Alderman Jakobsson seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Nay: None

Urbana City Council Minutes: May 20, 2013

Page 6 of 6

Disposition: Resolution No. 2013-05-022R, "A Resolution of Protest Against a Proposed Text Amendment to the Champaign County Zoning Ordinance (Request by the Champaign County Zoning Administrator to Amend the Champaign County Zoning Ordinance Concerning Contractor Facilities - Plan Case No. CCZBA 734-AT-12)", was defeated by Council by roll call vote (7-aye\*-0-nay). [\*For the record: A vote of "Aye" defeats this resolution.]

4. Resolution No. 2013-05-023R: A Resolution of Protest Against a Proposed Map Amendment to the Champaign County Zoning Map (A Proposed Rezoning of a 1.46-Acre Tract of Land Known as 1414 Triumph Drive from County I-1, Light Industry, to County B-4, General Business / CCZBA 741-AM-13)

Mr. Myers presented the staff report.

Alderwoman Marlin moved to defeat the resolution. Alderman Smyth seconded. The vote was as follows:

Aye: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

Nay: None

Disposition: "Resolution No. 2013-05-023R: A Resolution of Protest Against a Proposed Map Amendment to the Champaign County Zoning Map (A Proposed Rezoning of a 1.46-Acre Tract of Land Known as 1414 Triumph Drive from County I-1, Light Industry, to County B-4, General Business / CCZBA 741-AM-13)", was defeated by Council by roll call vote (7-aye\*-0-nay). [\*For the record: A vote of "Aye" defeats this resolution.]

#### J. ADJOURNMENT

There being no further business to come before the City Council, Mayor Prussing declared the meeting adjourned at 8:10 p.m.

Deborah J. Roberts Recording Secretary

Phyllis D. Clark City Clerk

This meeting was taped.

This meeting was broadcast on cable television.

#### **ATTACHMENT B**

#### **CERTIFICATION OF LOCAL APPROVAL**

I, <u>Charles A. Smyth</u>, **Mayor Pro Tem**, am duly authorized to act on behalf of the <u>City of Urbana</u> (name of jurisdiction) hereby approve the project(s) proposed by the <u>City of Urbana</u>, which is to be located in <u>Urbana</u>, <u>Illinois</u>.

<u> </u>	/ l
(Signature)	

<u>Charles A. Smyth, Mayor Pro Tem, City of Urbana</u> (Printed Name)

May 12, 2015 (Date)

#### ATTACHMENT C

#### PROGRAM CERTIFICATIONS

The City of Urbana, a local government entity which is applying to the State of Illinois for funding through the Emergency Solutions Grants Program from the U.S. Department of Housing and Urban Development, hereby assures and certifies that:

It will conduct its Emergency Solutions Grant activities in conformity with non-discrimination and equal opportunity requirements and with other applicable federal and state regulations in the event that this application is selected for funding;

It shall agree to comply with all applicable federal and state regulations in regard to environmental impact of the project;

It shall agree to comply with all applicable federal and state regulations in regard to lead-based paint;

It will minimize displacement as a result of activities assisted with HUD Emergency Solutions Grants Program funds, and assist persons actually displaced as a result of such activities;

It will provide, or demonstrate an attempt to provide, the required matching supplemental funds;

It will ensure that any building for which Emergency Solutions Grant amounts are used for shelter operations and essential services must be used as a shelter for as long as federal assistance in received;

It will ensure compliance with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment); denied program benefits; or subjected to discrimination under any program or activity receiving federal funds.

It will ensure that procedures are in place to ensure the confidentiality of victims of family violence, if applicable;

It will ensure that homeless individuals will be given assistance in obtaining appropriate supportive services and other federal, state, local and private assistance available for such individuals in the community;

It will ensure that the shelter will administer, in good faith, a policy designed to ensure that the homeless facility is drug and alcohol-free and that a good faith effort exists to ensure a safe environment in the homeless shelter;

It will ensure that it will involve, to the maximum extent practicable, homeless individuals and families in maintaining, and operating facilities assisted under the program; and,

It will ensure the cooperation of staff and availability of all records to the Department of Human Services.

<u>Laurel Lunt Prussing</u> (Name of Authorized Official), <u>Mayor – City of Urbana</u> (title), is authorized to submit this application to the State of Illinois on behalf of <u>City of Urbana</u> (name of organization) and that <u>City of Urbana</u> (name of organization) possesses the legal authority to carry out Emergency Solutions Grant activities in accordance with the provisions described in this part.

Signed

Name

Charles A. Smyth

Title

Mayor Pro Tem, City of Urbana

Date

May 12, 2015

Witness

Witness

## ATTACHMENT D

## **Verification of Match Commitment**

**HUD-SHP** 

07/2015 – 06/2016:

\$1,360.55 of \$3,635.00 grant

Attached is the award letter from HUD dated January 26, 2015 for the Homeless Families in Transition grant for the City of Urbana.



# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT

January 26, 2015

Ms. Laurel Prussing Mayor, City of Urbana City of Urbana 400 South Vine Street Urbana, IL 61801

Dear Ms. Prussing:

Congratulations! I am delighted to inform you that the Fiscal Year (FY) 2014 Continuum of Care (CoC) Program project application(s) your organization submitted was selected for funding in the total amount of \$166,720.

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2014 CoC Program Competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

The conditionally obligated funds for your award(s) are detailed in the enclosure, which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local field office will be sending a letter to provide your organization with more information about finalizing your award(s), including execution of your grant agreement(s). Your organization will not have access to these funds until all conditions are satisfied and the grant agreement is fully executed.

Sincerely,

Clifford Taffet

General Deputy Assistant Secretary for Community Planning and Development

Enclosure

www.hud.gov

espanol.hud.gov

# ATTACHMENT I

# **Current Networking Agreements**



1801 Fox Drive, Champaign, Illinois 61820 Phone (217) 398-8080 Fax (217) 398-8568 TTY (217) 398-0160 www.communityelements.org

Inter-Agency Linkage Agreement

By and Between

Community Elements, Inc. and Champaign/Urbana Public Health District

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between the Community Elements, Inc., formerly known as the Mental Health Center of Champaign County, Inc., and Champaign/Urbana Public Health District. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services, the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment of the individuals in our community.

To better serve individuals in our community, Champaign/Urbana Public Health District and Community Elements, Inc. enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and community-based services. We mutually agree to the following:

- 1. Each party is offering to refer, and will refer persons to the other, and will accept referrals from the other subject to each agency's admission criteria. No person shall be excluded from services, denied benefits, or be discriminated against in any way under the terms of this agreement on the grounds of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- 2. We agree to abide by all rules of confidentiality. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management responsibility shall be identified for the purpose of providing the efficient and effective delivery of services.
- 3. This agreement constitutes the entire agreement between Champaign/Urbana Public Health District and Community Elements, Inc. Upon execution of this agreement by signature by the respective authorized representative, this agreement shall remain in effect from July 1, 2012 through June 30, 2015 (Community Element's Fiscal Year), unless either party terminates this agreement upon thirty (30) days written notice to the other party.

This agreement is accepted by:		•
Community Elements, Inc.	The state of the s	Champaign/Urbana Public Health District
Organization		Organization
Shin to		ZIME A LOURDE
Signature Authorized Agent		Signature Authorized Agent
cheila Ferguson, CEO	_	Julie A. Pryde, Director
Please Print Name and Title		Please Print Name and Title
July 12,2012	-	Tury 16 2012
Date		Date '

AND THE PROPERTY AND A STATE OF THE PARTY AND



1801 Fox Drive, Champaign, Illinois 61820 Phone (217) 398-8080 Fax (217) 398-8568 TTY (217) 398-0160 www.communityelements.org

Inter-Agency Linkage Agreement

By and Between

Community Elements, Inc. and Eastern Illinois Food Bank

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between the Community Elements, Inc., formerly known as the Mental Health Center of Champaign County, Inc., and Eastern Illinois Food Bank. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services, the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment of the individuals in our community.

To better serve individuals in our community, the Eastern Illinois Food Bank and Community Elements, Inc. enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and community-based services. We mutually agree to the following:

- 1. Each party is offering to refer, and will refer persons to the other, and will accept referrals from the other subject to each agency's admission criteria. No person shall be excluded from services, denied benefits, or be discriminated against in any way under the terms of this agreement on the grounds of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- 2. We agree to abide by all rules of confidentiality. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management responsibility shall be identified for the purpose of providing the efficient and effective delivery of services.
- 3. This agreement constitutes the entire agreement between Eastern Illinois Food Bank and Community Elements, Inc. Upon execution of this agreement by signature by the respective authorized representative, this agreement shall remain in effect from February 1, 2012 through June 30, 2015 (Community Element's Fiscal Year), unless either party terminates this agreement upon thirty (30) days written notice to the other party.

  Note: Please include a description of your

Note: Please include a description of you agency and types of service(s) you

Eastern Illinois Food Bank

Organization

This agreement is accepted by:

Community Elements, Inc.

Sheila Ferguson, CEO

O2.02.12

James P. Hires, Executive Director/CEO
Please Print Name and Title

02.02.12

Date



This agreement is accepted by:

1801 Fox Drive, Champaign, Illinois 61820 Phone (217) 398-8080 Fax (217) 398-8568 TTY (217) 398-0160 www.communityelements.org

Inter-Agency Linkage Agreement

By and Between

Community Elements, Inc. and The Salvation Army of Champaign County

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between the Community Elements, Inc., formerly known as the Mental Health Center of Champaign County, Inc., and The Salvation Army of Champaign County. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services, the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment of the individuals in our community.

To better serve individuals in our community, The Salvation Army of Champaign County and Community Elements, Inc. enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and community-based services. We mutually agree to the following:

- 1. Each party is offering to refer, and will refer persons to the other, and will accept referrals from the other subject to each agency's admission criteria. No person shall be excluded from services, denied benefits, or be discriminated against in any way under the terms of this agreement on the grounds of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- 2. We agree to abide by all rules of confidentiality. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management responsibility shall be identified for the purpose of providing the efficient and effective delivery of services.
- 3. This agreement constitutes the entire agreement between The Salvation Army of Champaign County and Community Elements, Inc. Upon execution of this agreement by signature by the respective authorized representative, this agreement shall remain in effect from February 1, 2012 through June 30, 2015 (Community Element's Fiscal Year), unless either party terminates this agreement upon thirty (30) days Note: Please include a description of your written notice to the other party.

agency and types of service(s) you

•		The Salvation Army of Champaign County
Community Elements, Inc.		Organization (
Sheila Ferguson, CEO	-	Signature Authorized Agent
2-5-2012	· _	MICHAEL FURUA CORPS ABMINISTRASOR
Date	_	Please Print Name and Title
	25	2 3 12 Date



1801 Fox Drive, Champaign, Illinois 61820 Phone (217) 398-8080 Fax (217) 398-8568 TTY (217) 398-0160

www.communityelements.org

#### Inter-Agency Linkage Agreement

By and Between

# Community Elements, Inc. First United Methodist Church/Austin's Place

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between the Community Elements, Inc., formerly known as the Mental Health Center of Champaign County, Inc., and First United Methodist Church/Austin's Place. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services, the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment of the individuals in our community.

To better serve individuals in our community, the First United Methodist Church/Austin's Place and Community Elements, Inc. enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and community-based services. We mutually agree to the following:

- 1. Each party is offering to refer, and will refer persons to the other, and will accept referrals from the other subject to each agency's admission criteria. No person shall be excluded from services, denied benefits, or be discriminated against in any way under the terms of this agreement on the grounds of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- 2. We agree to abide by all rules of confidentiality. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management responsibility shall be identified for the purpose of providing the efficient and effective delivery of services.
- 3. This agreement constitutes the entire agreement between First United Methodist Church/Austin's Place and Community Elements, Inc. Upon execution of this agreement by signature by the respective authorized representative, this agreement shall remain in effect from February 1, 2012 through June 30, 2015 (Community Element's Fiscal Year), unless either party terminates this agreement upon thirty (30) days written notice to the other party.

Note: Please include a description of your agency and types of service(s) you

This agreement is accepted by:

First United Methodist Church/Austin's Place Organization

Main M. Brady Signature Authorized Agent Mary M. Brady Assoc. Pastor. Please Print Name and Title

#### Community Partnership Agreement between Courage Connection & Crisis Nursery

This agreement between Courage Connection and Crisis Nursery reflects:

- Acknowledgment of each agency's goals and expertise; and,
- Our commitment to ensuring quality and comprehensive services are delivered to all domestic violence victims and homeless women and children in the communities we serve.

#### Courage Connection will:

- 1. Provide advocacy, counseling, and other appropriate services to clients of Crisis Nursery who are victims of domestic violence and/or homeless women and children upon request.
- 2. Refer Courage Connection clients, as appropriate, who are in need of Crisis Nursery services to Crisis Nursery.
- 3. Work in a spirit of collaboration and cooperation with Crisis Nursery.
- 4. Provide training on topics surrounding domestic violence to Crisis Nursery staff upon request.

#### Crisis Nursery will:

- 1. Inform clients who are victims of domestic violence and homeless women and children about services provided by Courage Connection.
- 2. Make appropriate referrals to Courage Connection.
- 3. Work in a spirit of collaboration and cooperation with Courage Connection.
- 4. Provide information and training to Courage Connection staff regarding Crisis Nursery and its area of expertise upon request.

Concerns raised by either party will be addressed in a timely manner to foster the continuation of this agreement.

Agency:
Courage Connection
Name: Vartie Sissons Harmon
Title: Divertor of Programs
Date:
Signature: Kath Hammen
Agency: Crisis Nursery
Name: Stephank Record
Title: Executive Director
Date: 7/9/14
Signature: Stephanie Record

# COMMUNITY PARTNERSHIP AGREEMENT

Crisis Nursery and Illinois Department of Human Services, Champaign

Interagency cooperation is recognized as a valuable tool for the planning, integration, and provision of human services to citizens served by <u>Crisis Nursery</u>, <u>Urbana</u>.

It is agreed that the undersigned Community Partners will work together in assuring the accessibility and availability of services to provide opportunities for people to overcome obstacles in obtaining or maintaining self-sufficiency by:

- Assisting in providing necessary client information with the use of appropriate release of information forms to protect client confidentiality
- Make appropriate referrals
- Sharing and publishing information about available services
- Targeting those with the greatest economic and social needs
- Coordinating the planning and implementation of programs to most effectively provide a wide range of services

This Community Partnership Agreement is not a legal, binding, or financial contract and is prepared solely to address the needs of the citizens it is designed to serve.

The Community Partnership agreement shall remain in effect for three (3) years from the last dated signature unless cancelled by thirty (30) days written notice by either party to the Agreement.

The undersigned Community Partners certify that they have read and understand the terms of this Community Partnership agreement and that each of the undersigned is authorized to sign on behalf of their respective agencies.

Illinois Department of Human Services	Crisis Nursery, Urbana
	Herbanie Record
Sarah Banner Title	Stephance Record Executive Director
IDHS Authorizing Signature and Title	
700 W. Country Fair Dr.	1309 W. Hill, Urbana
Local Office Address Champaign	Agency Address
- monther	1/23/15
1.26.15	
Date Signed	Date Signed

#### Community Partnership Agreement between Rape Advocacy, Counseling and Education Services & Crisis Nursery

This agreement between Rape Advocacy, Counseling and Educations Services (RACES) and Crisis Nursery (CN) reflects:

acknowledgement of each agency's goals and expertise; and,

our commitment to ensuring quality and comprehensive services are delivered to all survivors of sexual violence in the communities we serve.

#### RACES will:

1. Provide advocacy, counseling and other appropriate support services to clients of CN who are victims/survivors of sexual violence, upon request.

2. Refer victims/survivors of sexual violence to CN if services desired are beyond the scope

provided by RACES.

3. Work in a spirit of collaboration and cooperation with CN.

4. Provide training on topics surrounding sexual violence to CN staff, upon request.

#### CN will:

- 1. Inform clients who are victims/survivors of sexual violence about services provided by RACES.
- 2. Make appropriate referrals to RACES.

3. Work in a spirit of collaboration and cooperation with RACES.

4. Provide information and training to RACES' staff regarding CN and its area of expertise, upon request.

Concerns raised by either party will be addressed in a timely manner to foster the continuation of this agreement.

This agreement will remain in effect for FY 2016, until cancelled at the written request of either party.

Agency: Crisis Nursery	Agency: Rape Advocacy, Counseling and Education Services	
Name: Styphanie Record Title: Frecutive Director Date: 4/10/15	Name: Kerri True-Funk Title: Executive Director Date: 4/30/15	
Signature: Stophanu Record	Signature: DAN	

# Inter-Agency Linkage Agreement By and Between The Salvation Army And Crisis Nursery

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between The Salvation Army and Crisis Nursery and their personnel. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based service the coordination fo several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment on behalf of the identified consumers for which the agency exists.

With the intent of better serving the individuals in our community, the above-mentioned agencies enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and the community-based services plan. We mutually agree on the following:

- Each party is offering to refer and will refer clients to the other, and will accept referrals from the other subject to each agency's admission criteria. It is the policy of each party to serve all eligible individuals regardless of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- In making referrals and linkages, both parties acknowledge that they may be unable to share certain information due to state and federal confidentiality laws. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that the primary case management and responsibility shall be identified for the purposes of providing the efficient and effective delivery of services.

This Linkage Agreement is intended as a formal way to create a referral relationship bust does not create a binding legal agreement, no consideration is provided by either party, no party is obligated to provide services to the other party or the other party's clients or patients by signing this agreement and each party remains independent and is neither an agent, independent contractor, or business associate of the other party.

#### Indemnification

Crisis Nursery agrees to indemnify and hold harmless The Salvation Army, their employees, officers, and volunteers from, against, for, and in respect to any liability, damages, claims, demands, or expenses (including but not limited to court costs, reasonable attorney fees, and other costs of defense) arising out of or in connection with acts of omission of Crisis Nursery, its agents or its employees.

The Salvation Army herby agrees to indemnify and hold harmless Crisis Nursery, its employees, and volunteers from, against, for, and in respect to any liability, damages, claims, demands, costs or expenses (including but not limited to court costs, reasonable attorney fees, and other costs of defense) arising out of or in connection with acts of omission of Crisis Nursery, its agents, or employees.

This agreement is accepted by:

The Salvation Army	Crisis Nursery
_ harde sell	Suphanu Record
Signdiure	Signatule (
Corps Officer	Executive Disector
Alloulic	4/24/15
	Date

## BETHS PLACE P.O. Box 462 Tuscola, IL 61953

Phone: (217) 253-2555

## AGREEMENT OF UNDERSTANDING

Whereas, BETHS PLACE, a not-for-profit corporation in the State of Illinois, County of Douglas, has established a support service for individuals experiencing physical, mental, emotional or any other type of abuse caused by domestic violence and wishes to join with other service providers in the development of a network of services which mutually contribute to the betterment of our clients,

Be it therefore resolved that BETHS PLACE and				
Crisis Nursen				
Print Name of Agency				
Recognize the existence of their respective professional services.				
2. Maintain contact in regards to changes in service elements within each.				
3. Avoid duplication of services.				
<ol> <li>Assist in providing necessary client information with the use of appropriate release of information forms.</li> </ol>				
5. Acquaint and refer individuals who may have need of the other's services.				
6. Generally promote the continuation of a cooperative coordination of the comprehensive system of services now available in Douglas County.				
This agreement will be renewed every two years, and may be revoked in writing by either party at any time. Officiated on this date:    Major 29, 2014				
BETHS PLACE BOARD OF DIRECTORS	Ву:	EXECUTIVE DIRECTOR		
AGENCY: Crisis Nuisesu	Bv:	Strohamibecord		

Title: Executive Director

# Inter-Agency Linkage Agreement By and Between The Salvation Army And Courage Connection

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between The Salvation Army and Courage Connection and their personnel. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment on behalf of the identified consumers for which the agency exists.

With the intent of better serving the individuals in our community, the above-mentioned agencies enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and the community-based services plan We mutually agree to the following:

- Each party is offering to refer, and will refer clients to the other, and will accept referrals from the other subject to each agency's admission criteria. It is the policy of each party to serve all eligible individuals regardless of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- In making referrals and linkages, both parties acknowledge that they may be unable to share certain information due to state and federal confidentiality laws. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management and responsibility shall be identified for the purposes of providing the efficient and effective delivery of services.

This Linkage Agreement is intended as a formal way to create a referral relationship but does not create a binding legal agreement, no consideration is provided by either party, no party is obligated to provide services to the other party or the other party's clients or patients by signing this, agreement and each party remains independent and is neither an agent, independent contractor or business associate of the other party.

#### Indemnification

Courage Connection to indemnify and hold harmless The Salvation Army, their employees, officers and volunteers from, for and in respect to any liability, damages, claims demands or expenses (including but not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omission of Courage Connection its agents or its employees.

The Salvation Army hereby agrees to indemnify and hold harmless Courage Connection, its employees and volunteers from, against, for and with respect to any liability, damages, claims, demands, costs or expenses (including by not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of The Salvation Army, its agents, officers or employees.

This agreement is accepted by:

The Salvation Army

Thomas all Doewell my

CORPS OFFICER

27 APRIC 2015

Courage Connection

Signature Solf Ho

EXECUTIVE DIRECTOR

Date 28 Apr. 2015

## Inter-Agency Linkage Agreement By and Between The Salvation Army And C-U at Home

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between The Salvation Army and C-U at Home and their personnel. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment on behalf of the identified consumers for which the agency exists.

With the intent of better serving the individuals in our community, the above-mentioned agencies enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and the community-based services plan We mutually agree to the following:

- Each party is offering to refer, and will refer clients to the other, and will accept referrals from the other subject to each agency's admission criteria. It is the policy of each party to serve all eligible individuals regardless of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- In making referrals and linkages, both parties acknowledge that they may be unable to share certain information due to state and federal confidentiality laws. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management and responsibility shall be identified for the purposes of providing the efficient and effective delivery of services.

This Linkage Agreement is intended as a formal way to create a referral relationship but does not create a binding legal agreement, no consideration is provided by either party, no party is obligated to provide services to the other party or the other party's clients or patients by signing this agreement and each party remains independent and is neither an agent, independent contractor or business associate of the other party.

#### Indemnification

C-U at Home agrees to indemnify and hold harmless The Salvation Army, their employees, officers and volunteers from, for and in respect to any liability, damages, claims demands or expenses (including but not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omission of C-U at Home, its agents or its employees.

The Salvation Army hereby agrees to indemnify and hold harmless C-U at Home, its employees and volunteers from, against, for and with respect to any liability, damages, claims, demands, costs or expenses (including by not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of The Salvation Army, its agents, officers or employees.

This agreement is accepted by:

The Salvation Army

C-U at Home

4 · 27 · 15 Date

# Inter-Agency Linkage Agreement By and Between The Salvation Army And Greater Community AIDS Project

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between The Salvation Army and Greater Community AIDS Project and their personnel. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based services the coordination of several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment on behalf of the identified consumers for which the agency exists.

With the intent of better serving the individuals in our community, the above-mentioned agencies enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and the community-based services plan We mutually agree to the following:

- Each party is offering to refer, and will refer clients to the other, and will accept referrals from the other subject to each agency's admission criteria. It is the policy of each party to serve all eligible individuals regardless of race, creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- In making referrals and linkages, both parties acknowledge that they may be unable to share certain information due to state and federal confidentiality laws. We shall, when appropriate, work jointly on referrals, interventions, and service plans with the understanding that primary case management and responsibility shall be identified for the purposes of providing the efficient and effective delivery of services.

This Linkage Agreement is intended as a formal way to create a referral relationship but does not create a binding legal agreement, no consideration is provided by either party, no party is obligated to provide services to the other party or the other party's clients or patients by signing this agreement and each party remains independent and is neither an agent, independent contractor or business associate of the other party.

#### Indemnification

Greater Community Aids Project agrees to indemnify and hold harmless The Salvation Army, their employees, officers and volunteers from, for and in respect to any liability, damages, claims demands or expenses (including but not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omission of Greater Community Aids Project, its agents or its employees.

The Salvation Army hereby agrees to indemnify and hold harmless Greater Community Aids Project, its employees and volunteers from, against, for and with respect to any liability, damages, claims, demands, costs or expenses (including by not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of The Salvation Army, its agents, officers or employees.

This agreement is accepted by:

The Salvation Army	Greater Community AIDS Project			
Thomas of Chould my	Signdime			
Signature  Corps Office  Title	Executive Director			
27 April 2015	4/30/15 Date			

## Inter-Agency Linkage Agreement By and Between The Salvation Army And Crisis Nursery

The intent of this agreement is to acknowledge and facilitate appropriate working relationships between The Salvation Army and Crisis Nursery and their personnel. Each agency acknowledges the uniqueness, viability, and the support of the other agency. This agreement promotes the principle that in the provision of community-based service the coordination fo several agencies' resources may benefit interventions which target the prevention, education, assessment, counseling, and treatment on behalf of the identified consumers for which the agency exists.

With the intent of better serving the individuals in our community, the above-mentioned agencies enter into the following agreement for the purpose of strengthening cooperative inter-agency planning and the community-based services plan. We mutually agree on the following:

- Each party is offering to refer and will refer clients to the other, and will accept referrals from the other subject to
  each agency's admission criteria. It is the policy of each party to serve all eligible individuals regardless of race,
  creed, color, gender, sexual orientation, disability, national origin, age, or religious preference.
- In making referrals and linkages, both parties acknowledge that they may be unable to share certain information
  due to state and federal confidentiality laws. We shall, when appropriate, work jointly on referrals, interventions,
  and service plans with the understanding that the primary case management and responsibility shall be identified
  for the purposes of providing the efficient and effective delivery of services.

This Linkage Agreement is intended as a formal way to create a referral relationship bust does not create a binding legal agreement, no consideration is provided by either party, no party is obligated to provide services to the other party or the other party's clients or patients by signing this agreement and each party remains independent and is neither an agent, independent contractor, or business associate of the other party.

#### Indemnification

Crisis Nursery agrees to indemnify and hold harmless The Salvation Army, their employees, officers, and volunteers from, against, for, and in respect to any liability, damages, claims, demands, or expenses (including but not limited to court costs, reasonable attorney fees, and other costs of defense) arising out of or in connection with acts of omission of Crisis Nursery, its agents or its employees.

The Salvation Army herby agrees to indemnify and hold harmless Crisis Nursery, its employees, and volunteers from, against, for, and in respect to any liability, damages, claims, demands, costs or expenses (including but not limited to court costs, reasonable attorney fees, and other costs of defense) arising out of or in connection with acts of omission of Crisis Nursery, its agents, or employees.

This agreement is accepted by:

The Salvation Army	Crisis Nursery
January 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Stephanie Bloom
Signdure	
Corps Officer	Executive Director
1/n//	4/24/15
7/07/13 Dale	Dale

### ATTACHMENT J

## **Current Local Support Letters**

## Continuum of Care Member Agencies

American Red Cross

The Center for Women in Transition

Champaign County Regional Planning Commission

Champaign-Ford Counties Regional Office of Education

City of Champaign City of Urbana

Community Elements

Community Service Center of Northem Champaign County

Crisis Nursery

C-U at Home

Cunningham Township

Developmental Services Center

Family Service of Champaign County

Greater Community AIDS Project

Homestead Corporation

Housing Authority of Champaign County

Persons Assuming Control of their Environment

Prairie Center Health System

Restoration Urban Ministries

Salvation Army

Social Security

Administration

University of Illinois-Chancellor's Office

Veterans' Affairs

As of Jan 2012



Agencies Committed to Ending Homelessness

April 27, 2015

Stacey Difuccia

Illinois Department of Human Services (DHS)

815 E. Monroe Street

Springfield, Illinois 62701

Dear Ms. DiFuccia:

The Champaign County Continuum of Care is committed to supporting the services necessary to combat homelessness in Champaign County. The Champaign County Continuum of Care is pleased to support the following Agencies' proposals for FY15 Emergency Solutions Grant funds.

- Courage Connection
- City of Urbana (on behalf of Community Elements, Crisis Nursery, Presence Covenant Medical Center, and Salvation Army)
- Champaign County Regional Planning Commission

If I can be of further assistance, please do not hesitate to contact me at 217.693.4627 or via email at lbenson@communityelements.org.

Sincerely,

Lisa Benson, MSW, LCSW

Lisa Benson

Chair, Champaign County Continuum of Care



April 28, 2015

102 North Nell Street Champaign, Illinois 61820-4042 Telephone (217) 403-8720 Fax (217) 403-8725 www.ci.champaign.ii.us

Stacey DiFuccia
Illinois Department of Human Services
Bureau of Basic Support
Emergency Solutions Grant Program
815 E. Monroe Street
Springfield, IL 62701

RE: Emergency Solutions Grant

Dear Stacey:

The City of Champaign is pleased to support the proposal submitted by The Salvation Army Champaign Citadel Corps. The Salvation Army has been providing emergency and transitional housing to homeless men, and emergency assistance to individuals and families in crisis for 125 years in Champaign County.

The Stepping Stones Shelter program at The Salvation Army connects program participants with supportive services, provides them with drug and alcohol education, financial education and life skills training. With these supports and additional skills in their arsenal, we hope these men will be able to eventually break the cycle of homelessness and become productive members of society.

Sincerely,

Mayor Don Gerard



Safety. Support. Success.

.24 April 2015

Illinois Department of Human Services (DHS)
Bureau of Basic Support
Emergency Solutions Grant (ESG) Program
Attn: Stacey DiFuccia
815 E. Monroe Street
Springfield, Illinois 62701

RE: Emergency Solutions Grant

Dear Stacey:

Courage Connection is pleased to support the proposal submitted by The Salvation Army Champaign Citadel Corps. The Salvation Army has been providing emergency and transitional housing to homeless men, and emergency assistance to individuals and families in crisis for 125 years in Champaign County.

The Stepping Stones Shelter program at The Salvation Army connects program participants with supportive services, provides them with drug and alcohol education, financial education and life skills training. With these supports and additional skills in their arsenal, we hope these men will be able to eventually break the cycle of homelessness and become productive members of society.

Sincerely,

Isak Griffiths

Executive Director

/sak gri//. The.

27 April 2015

Stacey DiFuccia
Illinois Department of Human Services
Bureau of Basic Support
815 E. Monroe Street
Springfield, IL 62701

RE: Emergency Solutions Grant

Dear Stacey:

C-U at Home, is pleased to support the proposal submitted by The Salvation Army of Champaign County. For 125 years The Salvation Army has been providing homeless men with emergency and transitional housing, and emergency assistance to individuals and families in need.

In an effort to provide supportive services to homeless men The Salvation Army has developed a program to ensure participants will receive quality case management and services promoting financial security and housing.

We are happy to collaborate with The Salvation Army by referring homeless men to their program. We know these individuals will be able to access services designed to support their progress towards the ultimate goal of self-sufficiency, stabile housing, and independence.

Sincerely,

Paul Gallagher

Managing Director

C-U at Home Drop-in Center



27 April 2015

Stacey DiFuccia
Illinois Department of Human Services
Bureau of Basic Support
Emergency Solutions Grant Program
815 E. Monroe Street
Springfield, IL 62701

RE: Emergency Solutions Grant

Dear Stacey:

Greater Community AIDS Project is pleased to support the proposal submitted by The Salvation Army Champaign Citadel Corps. The Salvation Army has been providing emergency and transitional housing to homoless men, and emergency assistance to individuals and families in crisis for 125 years in Champaign County.

The Stepping Stones Shelter program at The Salvation Army connects program participants with supportive services, provides them with drug and alcohol education, financial education and life skills training. With these supports and additional skills in their arsenal, we hope these men will be able to eventually break the cycle of homelessness and become productive members of society.

Sincerely,

Mike Benner

Executive Director

mike@gcapnow.com

GGAPNOV.COM 237 281 2127 217 281 2124 IAX PE BE 173 Electronic B. \$182 FONT:



1309 West Hill Street Urbana, IL 61801 217-337-2731

May 1, 2015

Illinois Department of Human Services (DHS)
Bureau of Basic Support
Emergency Solutions Grant (ESG) Program
Attn: Stacey DiFuccia
815 E. Monroe Street
Springfield, Illinois 62701

Dear Ms. DiFuccia,

Please accept this letter as an indication that Crisis Nursery is supportive of the Salvation Army in seeking funding from the Illinois Department of Human Services. The Salvation Army provides needed homeless services to the Champaign County community. There would be a serious gap in services available for vulnerable families if adequate funding to support and maintain their programs were not available.

Sincerely,

Stephance Alcord
Stephanie Record, Ed. M, LCSW

**Executive Director** 

## GCAP GREATER COMMUNITY AIDS PROJECT OF EAST CENTRAL ILLINDIS

April 28, 2015

Illinois Department Human Services Attn: Ms. Stacey Difuccia 815 E Monroe St Springfield, Illinois 62701

Dear Ms. Difuccia:

Please accept this letter as an indication that the Greater Community AIDS Project (GCAP) is supportive of the TIMES Center in seeking funding from the Illinois Department of Human Services ESG Grant. This emergency shelter/transitional housing program for homeless men in our community has proven to be a valuable resource to our agency as an avenue to disseminate important information and through which we receive referrals to our program. There would be a huge gap in services if adequate funding to support and maintain these services provided by the TIMES Center was not available.

Sincerely,

Mike Benner

Executive Director

mike@gcapnow.com

GCAPNOW.COM 217.351.2437 217.351.2194 FAX P.O. Box 713 Champaign, IL 61824-0713



Safety. Support. Success.

August 19, 2014

Illinois Department of Commerce and Economic Opportunity Office of Community Development Emergency Solutions Grant (ESG) Program Attn: Stacey DiFuccia 500 E Monroe, R-2 Springfield, Illinois 62701 stacey.difuccia@illinois.gov

Illinois Department of Human Services
Homeless Services
Attn: Mary Sue Cox
823 E Monroe Street
Springfield, Illinois 62701
marysue.cox@illinois.gov

Dear Ms. DiFuccia and Ms. Cox,

Courage Connection (formerly The Center for Women in Transition) is pleased to support the Emergency Solutions Grant (ESG) proposal submitted by Community Elements for the TIMES Center. Courage Connection and Community Elements serve many of the same clients with Courage Connection clients utilizing Community Elements' services in order to meet their mental health needs. Just as Courage Connection serves homeless women and children, TIMES Center services are essential in serving homeless men in our community. In addition, Community Elements provides referrals to Courage Connection for families experiencing homelessness and/or domestic violence.

Collaboration between our two agencies is essential in meeting the needs of homeless families in Champaign County. Courage Connection fully supports Community Element's application for continued funding. Thank you for your consideration of their application.

Sincerely,

Isak Griffiths

Executive Director

Courage Connection

Isak Griff. 4hs.

508 E Church Street, Champaign, IL 61820 • (217) 352-7151

Church St. (Church St. (Church St.) (Chur



August 18, 2014

Illinois Department of Commerce & Economic Opportunity Attn: Ms. Stacey DiFuccia Office of Community Development Emergency Shelter Grant (ESG) Program 500 E. Monroe, R-2 Springfield, Illinois 62701

Re: TIMES Center, a program of Community Elements, Inc.

Dear Ms. DiFuccia:

Please accept this letter in support of funding from the Illinois Department of Commerce and Economic Opportunity to the TIMES Center in Champaign, Illinois. The emergency transitional housing and supportive program for homeless men is a critical and valuable resource in our community. This program fills a large need in housing and rehabilitating men who find themselves without adequate resources to live independently but who are able; with support and guidance, once again to become self-sufficient. The ever growing need in our community is challenging at best, and we are very grateful for the work that is done at the TIMES Center to support these individuals. United Way of Champaign County supports the work provided by the TIMES Center in Champaign; they are changing lives for the better, each and every day.

Sincerely,

Sue Grey

President and CEO

Sue Grey

United Way of Champaign County



Safety. Support. Success.

April 24th, 2015

Illinois Department of Human Services (DHS)
Bureau of Basic Support
Emergency Solutions Grant (ESG) Program
Attn: Stacey DiFuccia
815 E. Monroe Street
Springfield, Illinois 62701

Dear Ms. DiFuccia,

Please accept this letter as an indication that Courage Connection is supportive of Crisis Nursery in seeking funding from the Illinois Department of Human Services. This "Island of Safety" for children whose families are in crisis provides an important and valuable service Champaign County, protecting vulnerable children and strengthening families. There would be a serious gap in services for vulnerable families in Champaign County if adequate funding to support and maintain services provided by Crisis Nursery were not available.

Sincerely,

Isak Griffiths

Executive Director

Courage Connection



April 24th, 2015

Illinois Department of Human Services (DHS) Bureau of Basic Support Emergency Solutions Grant (ESG) Program Attn: Stacey DiFuccia 815 E. Monroe Street Springfield, Illinois 62701

Dear Ms. DiFuccia,

Please accept this letter as an indication that Community Elements is supportive of Crisis Nursery in seeking funding from the Illinois Department of Human Services. Through the ESG program, Crisis Nursery can provide shelter to children of homeless, parenting adults. Through the provision of childcare, parents are better able to seek employment, housing, treatment, and community resources to address their family's immediate needs. This is an important and valuable service to the homeless families in Champaign County. There would be a serious gap in services for vulnerable families in Champaign County if adequate funding to support and maintain services provided by Crisis Nursery were not available.

Sheila Ferguson, MSW, LCSW

Chief Executive Officer

Sincerely

ANDRÉ COX General

MAJOR KELLEY J. COLLINS
Divisional Commander



PAUL R. SEILER Territorial Commander

MAJORS TOM & JULIE McDowell Corps Officers

#### The Salvation Army

CHAMPAIGN CITADEL CORPS & COMMUNITY CENTER
2212 N Market St.
Champaign, IL 61822
(217) 373-7832 FAX (217) 373-8441

24 April 2015

Illinois Department of Human Services (DHS) Bureau of Basic Support Emergency Solutions Grant (ESG) Program Attn: Stacey DiFuccia 815 E. Monroe Street Springfield, Illinois 62701

Dear Ms. DiFuccia,

Please accept this letter as an indication that Salvation Army is supportive of Crisis Nursery in seeking funding from the Illinois Department of Human Services. This "Island of Safety" provides emergency childcare and shelter to children of homeless, parenting adults. In addition to keeping children safe, their programs help families seek and maintain employment, housing, and medical treatment. Crisis Nursery provides an important and valuable service to Champaign County, and there would be a serious gap in services for vulnerable families if adequate funding to support and maintain services provided by Crisis Nursery were not available.

Sincerely,

Major Thomas McDowell

Corps Officer



#### ATTACHMENT K

## Written Organizational Non-Discrimination Policy:

Productive Work Environment (f/k/a/ Discrimination and Harrassment)

**Equal Employment Opportunity (EEO)** 

#### CITY OF URBANA POLICY & PROCEDURE MANUAL

Section: Hiring & Employment Practice Section No: 5.1, Page 1 of 6

Subject: Equal Employment Opportunity (EEO) Effective: January 1, 1992 Revised: June 23, 2009

Scope:

All Employees

Purpose:

To affirm that the City of Urbana is an equal opportunity employer. It is the policy of the City to prohibit discrimination of any type and to afford employment opportunities to employees and applicants, without regard to race, color, religion, sex, national origin, age, disability, veteran status or any other classification protected by applicable discrimination laws. The policies and principles of equal employment opportunity also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the City of Urbana.

Furthermore, no employee of the City is to discriminate against any applicant or employee on the basis of a disability. The City will make reasonable accommodations, including modification of City policies and procedures in appropriate cases for qualified individuals with disabilities if it can be done without undue hardship.

Policy:

The policy of equal employment opportunity and antidiscrimination applies to all aspects of the relationship between the City of Urbana and its employees, including but not limited to recruitment, employment, promotion, transfer, training, working conditions, wages and salary administration, employee benefits and application of policies.

Procedure:

#### 1. Responsibilities for the Implementation of Policy:

A. The Human Resources Division shall be responsible for the monitoring of the City's efforts in maintaining a diverse work force, including periodic review and adjustments necessary to achieve its goals and further the principles of equal employment opportunity. Responsibilities of the Human Resources Division, in cooperation with the Human Relations Division, shall include but not be limited to the following:

- 1) Developing policy statements and actionoriented programs aimed at achieving equal employment opportunity goals and objectives.
- 2) Evaluating, revising and updating the employment policies and procedures.
- 3) Administering and coordinating internal and external employment action efforts.
- 4) Identifying equal employment problem areas and developing solutions.
- 5) Keeping informed on the latest developments in the equal opportunity area.
- B. Responsibilities of the Human Relations Officer shall include, but not be limited to the following:
  - Serving as liaison between the City and the State and Federal governmental agencies and other groups concerned with the equity in the City's employment practices.
  - 2) Advising and assisting the Human Resources Division when necessary.
  - 3) Monitoring and determining the effectiveness of the hiring efforts of the City of Urbana, identifying problem areas and recommending remedial action to the Mayor and the Human Resources Manager.
  - 4) Working with each Department Head in recruitment and hiring efforts.
- C. Responsibilities of all Department Heads shall include, but not be limited to the following:
  - 1) Monitoring and evaluating the supervisors on the basis of the procedures and creativity that they use in trying to build a diverse work force.
  - Monitoring the supervisors to identify any discriminatory behavior and/or hiring practices.

- D. Responsibilities of all supervisory personnel shall include, but not be limited to the following:
  - Disciplining employees who engage in practices which discriminate against fellow employees on the basis of race, color, religion, sex, national origin, ancestry, or any other classification protected by applicable discrimination laws.
- E. Employees are expected to avoid words or actions which discriminate against fellow employees based upon their race, color, religion, sex, national origin, ancestry, age or disability or any other classification protected by applicable law.

#### 2. Dissemination of Policy

- A. The City's policy shall be set forth in appropriate employee communications.
- B. Review of the City's employment policies and procedures shall be scheduled periodically at staff meetings to insure a vigorous application and enforcement of policy.
- C. The subject of diversity in the workplace shall be included in supervisory and management training programs.
- D. A notice shall be posted in the Human Resources Division informing applicants of their equal employment rights and their right to notify the appropriate agencies if they believe they have been victims of discrimination.
- E. A position statement shall be included in the personnel policy and procedural manual.
- F. Union officials shall be informed of the City's policy, and their cooperation and support shall be actively sought.
- G. All job advertisements shall include a statement that the City of Urbana is an equal opportunity employer.

#### 3. Recruitment

In order to actively recruit, solicit and encourage a diverse pool of applicants to apply and compete for specific job vacancies with the City of Urbana, the following guidelines shall be followed:

- A. Advertise available regular full- and parttime positions in the local community newspaper.
- B. Advertise available positions in a wide variety of publications in an effort to reach a diverse pool of job applicants.
- C. Assure that all advertisements include a statement which reflects the City's commitment to equal employment opportunities.
- D. Distribute copies of appropriate job announcements to local public agencies and organizations involved in the promotion of equal employment opportunity efforts.
- E. Post job announcements in departments where they will be seen by employees.
- F. Post job announcements at public places, such as the Civic Center, public Library and other governmental agencies, where they will be seen by the public.
- G. Engage recruitment efforts at colleges and universities including those which have made a substantial commitment to minority education for professional and technical positions.

#### 4. <u>Selection</u>

To insure fair and equitable treatment of candidates competing for positions with the City of Urbana, the Human Resources Division will follow the guidelines set forth below:

A. Review pre-selection screening, such as educational requirements, prior experience and medical and physical standards to insure they are job-related.

B. Review and if necessary revise the job descriptions of positions so they accurately describe the responsibilities of the position and require only those qualities that are actually necessary or helpful to perform the job. This shall be an ongoing process to insure that all job descriptions are relevant to the job to be performed, and shall be done with the assistance of the Human Relations Officer and the respective departments.

#### 5. Self-Analysis

The Human Resources Division will compile statistical data on all applicants, appointees and the City's work force on an ongoing basis. Such data will include race, sex and other appropriate characteristics. In addition, the Human Resources Division will perform the following tasks:

- A. Prepare periodic annual reports on the results of the City's recruitment and hiring efforts.
- B. Prepare forms such as the EEO-4 and file with the appropriate agency as required.
- C. Conduct exit interviews with all persons leaving the City's employment and analyze the reasons for their departure.
- D. Use the data collected to advise and assist Department Heads in their ongoing recruitment efforts.

The information compiled by the Human Resources Division as part of this self-analysis shall be available to the Mayor and the Human Relations Officer. They shall periodically review this information.

#### 5. Complaint Procedure

Although applicants and employees can file discrimination complaints with the Illinois Department of Human Rights, the U.S. Equal Employment Opportunity Commission or the U.S. Department of Justice, most complaints can be resolved locally in a more expeditious and personalized manner. To expedite resolution of complaints, complainants will be advised as to

resources available locally and will be encouraged to resolve the complaint with local assistance.

- A. Current City employees may register a complaint with their respective Department Head (but it is not required) in an attempt to resolve an issue within the department. If the issue is not resolved at the departmental level, employees should file a formal complaint with the Human Resources Manager or the Human Relations Officer.
- B. Applicants or outside agencies may file their complaint with the Human Relations Officer.
- C. The Human Resources Manager may be contacted at (217) 384-2458; the Human Relations Officer may be contacted at (217) 384-2466.

### ATTACHMENT L

## Written Staff Grievance Policy:

**Grievance & Discipline Procedure for Non-Union Staff** 

#### CITY OF URBANA POLICY & PROCEDURE MANUAL

Section: Conduct & Discipline

Section No: 6.3, Page 1 of 2

Subject: Grievance & Appeals

Effective:

April 20, 1987

Procedure Staff for Non-Union

Revised:

May 1, 1995

Scope:

All Non-Union Employees

Purpose:

To establish a formal grievance procedure which gives the employee a method of appeal, without prejudice or recrimination, should differences arise between a supervisor and an employee of the City's non-union staff as to the interpretation or application of particular policies. This policy may be in addition to any informal efforts of resolving differences between employees and supervisors.

Policy:

#### Definition:

Within this procedure a grievance shall be defined as a disagreement raised by employees with their supervisors or the City involving the interpretation or application of a specific employment policy which has, or may have, an adverse impact on the employee. For purposes of this section, "regular employee" refers to those employees who are eligible for benefits.

#### Procedure:

Regular full-time or regular part-time nonunion employees of the City of Urbana have the right to appeal any such disagreements which they feel adversely affects them. In the event of a disagreement that involves the current and actual work, assignment, or task being performed, employees shall continue to perform and complete the required task as assigned pending the resolution of the grievance, unless to do so causes risk of harm or injury to the employees.

If and when a grievance is presented, employees must provide the following information: 1) exact nature of grievance; 2) the act or acts of commission or omission; 3) the date and time of the offense; 4) the policy that has been violated; and 5) the appropriate remedy sought. Employees are granted this appeal right without interference or reprisal.

Employees may be allowed reasonable time off from their regular duties for the appeal process, without loss of pay, and may bring a representative of their choosing to assist them in presenting the appeal.

The Grievance and Appeals Procedure consists of three (3) steps which must be followed in order. The only exception is that <u>claims of discrimination may be referred directly to the City Human Relations Officer</u>.

Grievances must be filed in a timely manner following the action/incident that has occurred. Appeals to successive steps must be filed within ten (10) working days of the notice of the decision made in the preceding step or the grievance will be considered resolved and not subject to further consideration. Exceptions to this schedule may be made at the mutual consent of both the employee and the City official involved at that step.

Grievances may not be amended by the employee through the appeals process. Employees may seek assistance from the Personnel Office with regard to the procedure and format of presenting their grievance.

The Grievance and Appeals Procedure shall consist of the following steps:

STEP 1 - IMMEDIATE SUPERVISOR. Grievances must first be presented either orally or in writing to the immediate supervisor, who shall answer in like manner within ten (10) working days after its presentation. Every reasonable effort should be made by both the employee and the supervisor to resolve a complaint at Step 1 of this process. If the employee is not satisfied with the decision rendered, the employee may present the grievance to his Department Head.

STEP 2 - DEPARTMENT HEAD. The grievance will be presented in writing by the employee to the employee's Department Head who shall answer in writing within ten (10) working days after its presentation. If the employee is not satisfied with the decision rendered, the employee may present the grievance to the third step.

STEP 3 - CHIEF ADMINISTRATIVE OFFICER. If the grievance is not settled at the Department Head level, employees may present appeals to the Chief Administrative Officer. It must be presented in writing within ten (10) working days of the completion of Step 2. The Chief Administrative Officer's decision shall be final and binding on all parties.

Civil Service employees have the option to request a hearing with the Civil Service Commission in actions of suspensions and discharge. These requests must be filed in accordance with the rules of the Civil Service Commission.

#### ATTACHMENT R

List of Not-For-Profit Board of Directors, Including Addresses, Telephone Numbers, and Email Addresses. (Indicate the homeless or formerly homeless member)

City of Urbana
City Council Members

## Aldermen

		Contact	Term Ends
3	<u>Charlie Smyth</u> <u>Ward 1</u>	casmyth@urbanaillinois.us (217) 367-2813	05/2017
	Eric Jakobsson Ward 2	egjakobsson@urbanaillinois.us (217) 390-7024	05/2017
	Aaron Ammons Ward 3	aoammons@urbanaillinois.us (217) 706-7063	05/2017
B	Bill Brown Ward 4	bbrown@urbanaillinois.us (217) 344-3797	05/2017
\$ .	Dennis P. Roberts Ward 5	dproberts@urbanaillinois.us (217) 344-0069	05/2017
	Michael P. Madigan Ward 6	mpmadigan@urbanaillinois.us (217) 622-9518	05/2017
	Diane W. Marlin Ward 7	dwmarlin@urbanaillinois.us (217) 384-1855	05/2017

#### **ATTACHMENT S**

## IRS W-9 Form Request for Taxpayer Identification Number & Certification

### (Rev. October 2007) Department of the Treasury

#### Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

		····				
	Name (as shown on your income tax return)					
ري دي	CITY OF URBANA					
on page	Business name, if different from above					
Print or type Specific Instructions o	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=p ☐ Other (see instructions) ► MUNICIPAL GOVERNMENT	~~~~	Exempt payee			
int	Address (number, street, and apt. or suite no.)  Requester's			name and address (optional)		
<u>r</u> 0	400 SOUTH VINE STREET					
<del>(</del>	City, state, and ZIP code					
Spe	URBANA, IL 61801					
See	List account number(s) here (optional)					
Pal	Taxpayer Identification Number (TIN)	······				
backi alien,	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 up withholding. For individuals, this is your social security number (SSN). However, for a resole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entitienployer identification number (EIN). If you do not have a number, see How to get a TIN of	sident lies, it is	Social secu	or		
	If the account is in more than one name, see the chart on page 4 for guidelines on whoser to enter.	e	Employer id	dentification number 6000524		
Par	t II Certification					
Unde	penalties of perjury, I certify that:					
1. T	ne number shown on this form is my correct taxpayer identification number (or Lam waiting	g for a num	ber to be is	ssued to me), and		
R	am not subject to backup withholding because: (a) I am exempt from backup withholding, evenue Service (IRS) that I am subject to backup withholding as a result of a failure to repotified me that I am no longer subject to backup withholding, and					
3. 1	am a U.S. citizen or other U.S. person (defined below).	•				
withh	fication instructions. You must cross out item 2 above if you have been notified by the If olding because you have failed to report all interest and dividends on your tax return. For nortgage interest paid, acquisition or abandonment of secured property, cancellation of de	real estate 1	ransactions	, item 2 does not apply.		

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must

Signature of Here U.S. person >

General Instructions

provide your correct TIN. See the instructions on page 4

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

Sign

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or
- · A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity.

#### ATTACHMENT T

### **Environmental Forms**



#### Certification of Categorical Exclusion (not subject to 58.5)

<u>Determination of activities per 24 CFR 58.35(b)</u>
May be subject to provisions of Sec 58.6, as applicable

Pro	oje	ct	Nam	e:	
_			_		

ESG for Emergency Shelters

Project Description:

Grant funds will be used to for shelter operations and essential services required to

operate and maintain the program

Address(es):

(1) 70 East Washington St., Champaign; (2) 1309 W. Hill St., Urbana (3) 2212 N. Market

St., Champaign,

Funding Source:

CDBG HOME **ESG** HOPWA EDI Other\_

Funding Amount:

\$51,652.00 (Street Outreach, ES/O & ES/ES - \$50,291,45; Administration - \$1,360.55)

Grant Number:

I hereby certify that the abovementioned project has been reviewed and determined to be a Categorically Excluded activity (not subject to 58.5) per 24 CFR 58.35(b) as follows:

	1. Tenant-based rental assistance;
х	2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
Х	3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
	4 Economic development activities, including but not limited to, equipment purchase, inventory
	financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
	5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy downs, and similar activities that result in the transfer of title.
	6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Sec. 58.47.

If your project falls into any of the above categories, you do not need to submit a Request for Release of Funds (RROF), and no further approval from HUD is needed for the draw-down of funds. However, the Responsible Entity must still document in writing its compliance with and/or applicability of "other requirements" per 24CFR58.6 (included with this document).

By signing below the Responsible Entity certifies in writing that each activity or project is Categorically Excluded (not subject to 58.5) and meets the conditions specified for such exemption under section 24 CFR 58.35(a). Please keep a copy of this determination in your project files.

Charles A. Smyth

Responsible Entity Certifying Official Name (please print)

Responsible Entity Certifying Official Signature

Mayor Pro Tem, City of Urbana Title (please print)

Date



## Compliance Documentation Checklist 24 CFR 58.6

PROJECT NAME / DESCRIPTION: ESG for Emergency Shelters: Funds will be sub-granted to three emergency shelters in Urbana and Champaign, Champaign County, Illinois. Level of Environmental Review Determination: Categorically Excluded not subject to statutes per §58.35(b) (Select One: Exempt per 24 CFR 58.34, or Categorically Excluded not subject to statutes per § 58.35(b), or Categorically Excluded subject to statutes per § 58.35(a), or Environmental Assessment per § 58.36, or EIS per 40 CFR 1500) STATUTES and REGULATIONS listed at 24 CFR 58.6 FLOOD DISASTER PROTECTION ACT 1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard? (x) No; Cite Source Document: The project does not involve acquisition, construction or rehabilitation of any structures. ( ) Yes; Source Document: \_\_\_\_ 2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)? ( x ) Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file). ( ) No (Federal assistance may not be used in the Special Flood Hazards Area). COASTAL BARRIERS RESOURCES ACT 1. Is the project located in a coastal barrier resource area? (x) No; Cite Source Documentation: Per the Illinois DNR website, the City of Urbana is approximately 122 miles south of the Illinois coastal zone. (This element is completed). ( ) Yes - Federal assistance may not be used in such an area. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES 1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone? (x) No; Source Documentation: The project does not involve the sale or acquisition of any existing property. ( ) Yes; Disclosure statement must be provided to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record. Kelly H. Mierkowski, Manager, Grants Management Division Prepared by (name and title, please print):

Signature:

Date: