

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION,
CHAMPAIGN COUNTY, ILLINOIS AND
HOUSING AUTHORITY OF CHAMPAIGN COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is entered into by and between the Champaign County Regional Planning Commission (*“RPC”*), the County of Champaign, Illinois (*“County”*) and the Housing Authority of Champaign County (*“HACC”*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10 provides that units of local government may contract or otherwise associate amongst themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, RPC, the County and HACC are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, HACC, through its affiliate Maple Grove Development Corporation I, an Illinois not for profit corporation (*“Maple Grove”*), desires to purchase certain property located at 209 N. Central Avenue in Urbana, Illinois and more specifically described in the Legal Description attached as Exhibit A (the *“Property”*); and

WHEREAS, upon acquisition of the Property, HACC intends to renovate and improve the Property in order to provide housing for very low-income families (said renovations and improvements sometimes referred to herein as the *“Improvements”*); and

WHEREAS, RPC desires to provide HACC with up to \$650,000.00 in eligible unobligated U.S. Department of the Treasury Emergency Rental Assistance (*“ERA2”*) funding to assist in the purchase of the Property and up to \$50,000.00 in ERA2 funds to assist with the Improvements; and

WHEREAS, such provision of ERA2 funding shall be construed as a subaward, with HACC the subrecipient, and this Agreement construed as a subrecipient agreement; and

WHEREAS, the County desires to give its concurrence for RPC’s expenditure of funds from the federal government, in accordance with 55 ILCS 5/5-14002; and

WHEREAS, HACC intends to contribute up to \$600,000.00 in funding for the purchase of the Property and subsequent Improvements; and

WHEREAS, RPC and the County support and encourage HACC’s purchase of the Property and planned renovations to develop low-income housing within the Champaign County pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. RPC agrees to the following:

- a. RPC shall provide HACC up to \$650,000.00 in ERA2 funding to assist with the purchase of the Property
- b. RPC shall provide HACC up to \$50,000.00 in ERA2 funding to assist with subsequent Improvements to the Property.
- c. RPC shall provide HACC a copy of the Award Terms and Conditions pertaining to this ERA2 funding, attached hereto and incorporated by reference herein as Exhibit B, and shall provide HACC with updates as to any additional terms, conditions, or related communications from the U.S. Department of the Treasury.
- d. RPC shall cooperate with HACC on weatherization and/or solar energy installations on the Property, as feasible, with the intent of reducing utility costs for Tenants.

Section 3. HACC (and Maple Grove) agrees to the following:

- a. HACC agrees to contribute up to \$25,000.00 toward the purchase of the Property;
- b. HACC agrees to contribute up to \$600,000.00 for the Improvements to the Property;
- c. HACC agrees to purchase the Property and complete the renovations and improvements necessary to house very low-income families at the Property;
- d. HACC agrees to provide the following amenities as part of the Improvements to the Property:
 - i. Furnished units (full bed, couch, small kitchen table with 2 chairs);
 - ii. On-site office for case management service coordination;
- e. HACC agrees to comply with the following requirements related to the funding received from RPC:
 - i. Ensure that all Tenants must be very low-income families as that term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)), typically whose incomes do not exceed 50 percent of the area median family income (AMI), as determined by the Secretary of U.S. Department of Housing and Urban Development, and impose such income limitation through a covenant, land use restriction agreement, or other

enforceable legal requirement for a period of at least 20 years, and ensure that the Property is operated as an affordable rental housing purpose under federal rules and guidelines for at least said period of years;

- ii. Comply with ERA2 compliance and reporting requirements related to the funding received from RPC, including but not limited to the Award Terms and Conditions set forth in Exhibit B as may be updated from time to time by the U.S. Department of Treasury, and to provide RPC with all information required for RPC and/or the County to meet their compliance and reporting requirements;
- iii. Submit HACC and Maple Grove's annual audit report(s) and letter(s) of findings, to the extent reasonably related to the Property and activities described in this Agreement, to the governing bodies of RPC and the County as produced for each fiscal year throughout the duration of this Agreement, along with a detailed budget for activities pursuant to this Agreement, along with such additional reports or information as reasonably requested by the parties. Such submission of reports and information shall be on at least an annual basis once said information is available, with review of such material scheduled as mutually convenient to the parties given the timing of the parties' respective fiscal years, budget periods, auditing cycles, and regular meeting schedules.
- iv. Establish a specific account for reserve/replacement funds, including re-furnishing and provide RPC with an annual audit report specific to this fund;
- v. Establish a tenant selection plan with the following priorities, listed in order of highest priority to lowest:
 - (a) Formerly homeless single person household who has been housed through an IL-503 CoC permanent supportive housing voucher for 5 years or more;
 - (b) Formerly homeless single person household who has been housed through an IL-503 CoC permanent supportive housing voucher for 3 years or more;
 - (c) Homeless single person household who has completed at least 12 months in a Champaign County homeless transitional housing program or was successfully discharged from a Champaign County homeless transitional housing program 6 months prior to their referral;
 - (d) Homeless single person households referred through the Coordinated Entry System (CES);
 - (e) Single person households at risk for homelessness referred through the Coordinated Entry System (CES).
- vi. HACC shall cooperate with RPC on weatherization and/or solar energy installations on the Property, as feasible, with the intent of reducing utility costs for Tenants.

- f. HACC (and Maple Grove) certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in the award as set forth in Exhibit B or this Agreement by any federal department or agency, or by the State.

Section 4. General Terms & Conditions:

- a. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to RPC:

Champaign County Regional Planning Commission
1776 E. Washington Street
Urbana, IL 61802
ATTENTION: Chief Executive Officer
PHONE: 217-819-4129
EMAIL: dsulamoyo@ccrpc.org

If to the County: Champaign County
1776 E. Washington Street
Urbana, IL 61802
ATTENTION: County Executive
PHONE: 217-384-3776
EMAIL: ssummers@champaigncountyil.gov

If to HACC: Housing Authority of Champaign County
2008 N. Market Street
Champaign, IL 61822
ATTENTION: CEO
PHONE: 217-378-7100
EMAIL: lilyw@hacc.net

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

- b. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.
- c. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- d. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all parties.
- e. Nothing contained in this Agreement, nor any act of County, RPC or HACC pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the parties.
- f. County, RPC and HACC each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Signature page follows

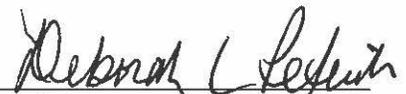
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

**Champaign County Regional
Planning Commission,**
an Illinois governmental agency

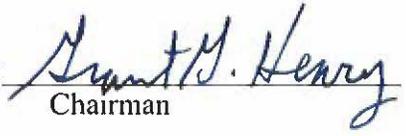
By: 
Chief Executive Officer

Date: 4/2/2024

ATTEST:

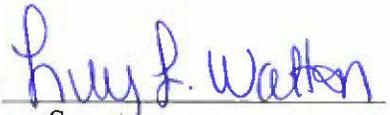
By: 
Secretary

Housing Authority of Champaign County,
An Illinois municipal corporation

By: 
Chairman

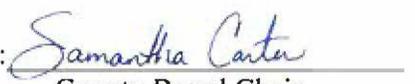
Date: 4/4/24

ATTEST:

By: 
Secretary

The County of Champaign, Illinois,

By: 
County Executive
Date: March 25, 2024

By: 
County Board Chair
Date: March 25, 2024

ATTEST:

By: 
County Clerk

EXHIBIT A

Legal Description of Property

Lot 6 Smith's, C.W., Sub and other land

P.I.N.: 91-21-08-380-009

C/K/A: 209 N. CENTRAL AVENUE, URBANA, ILLINOIS

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
Award Terms and Conditions *(copy attached)*

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address: Champaign County Regional Planning Commission 1776 E. Washington Street Urbana, IL 61802	DUNS Number: [Recipient to provide] 097322861 Taxpayer Identification Number: [Recipient to provide] 37-6006910 Assistance Listing Number and Title: 21.023- Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Signature (above)
[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name: Dalitso Sulamoyo

Authorized Representative Title: Chief Executive Officer

Date signed: May 10, 2021

U.S. Department of the Treasury:

Authorized Representative:



Name of Authorized Representative: Jacob Leibenluft
Title: Counselor to the Secretary
Date: 5/13/2021

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
Award Terms and Conditions

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after the period of

performance.

8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving

or benefitting from federal assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. Conflict of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
13. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
14. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any

contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.