

**INTERGOVERNMENTAL AGREEMENT FOR HOUSING ASSISTANCE BETWEEN
THE COUNTY OF CHAMPAIGN AND THE HOUSING AUTHORITY OF
CHAMPAIGN COUNTY**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Housing Authority of Champaign County (“HACC”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

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

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

WHEREAS, the County is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to make necessary investments in housing assistance; and

WHEREAS, HACC is a municipal corporation in Champaign County; and

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

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that affordable housing, housing support, and housing security are important. The purpose of this Agreement is for the County to provide ARPA Funds to HACC for renovation of the emergency family shelter located at Maple Park Manor in Champaign, to provide services for unhoused persons.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$675,000.00 to HACC for emergency family shelter renovations.

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

- A. HACC will conduct activities for emergency family shelter renovations, as detailed in Attachment 1.
- B. The project must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$675,000.
- D. HACC must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to HACC in an amount up to \$675,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to HACC in a minimum of two installments, based on invoice(s) for emergency family shelter renovation activities. A Risk Assessment Form, copy of the invoicing and documentation for emergency family shelter renovation activities, and Reporting Form shall be submitted by HACC to the County prior to the first payment; followed by invoicing, documentation, and Reporting Form for the second payment. If more than two payments are needed, HACC shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by HACC to the County for each additional payment, with a maximum total amount of \$675,000. The County shall provide the Risk Assessment Form and Reporting Form templates to HACC.

Section 4. Roles and Responsibilities of HACC: HACC agrees to adhere to funding requirements and provide information needed that include the following:

- A. HACC will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

- B. HACC will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.
- C. HACC will complete emergency family shelter renovation activities with ARPA Funds in accordance with Section 3.
- D. HACC will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: location of project; number of individuals served by the project; population categories served by the project; project funding sources and amounts; project expenditure details; project scope and purpose; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million.
- E. HACC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of HACC. HACC will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. HACC understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- G. HACC will comply with all applicable statutes, ordinances, and regulations. HACC will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, HACC will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to HACC in an amount up to \$675,000 in support of this assistance. The transferred funds shall be provided to HACC in a minimum of two installments, based on invoice(s) for emergency family shelter renovation activities. A Risk Assessment Form, copy of the invoicing and documentation for emergency family shelter renovation activities, and Reporting Form shall be submitted by HACC to the County prior to the first payment; followed by invoicing, documentation, and Reporting Form for the second payment. If more than two payments are needed, HACC shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by HACC to the County for each additional payment, with a maximum total amount of \$675,000. The County shall provide the Risk Assessment Form and Reporting Form templates to HACC.
- B. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, HACC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if HACC does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, HACC will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

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

**THE COUNTY OF CHAMPAIGN,
ILLINOIS**

By: *Richard A. Kleppel*

Date: August 19, 2022

ATTEST: *Meghan Robinson*

APPROVED AS TO FORM:

Peter Ladwein

**HOUSING AUTHORITY OF
CHAMPAIGN COUNTY**

By: *Kyle J. Weston*

Date: October 27, 2022

ATTEST: *Dea Blair*

APPROVED AS TO FORM:

Grant M. Henry

Emergency Shelter for Families Renovation

Champaign County ARPA Funding

The Emergency Family Shelter Program provides temporary shelter and intensive case management services for homeless families with dependent children. Families are eligible to stay in a shelter unit for a temporary period of 30 days with extensions up to 45 days.

Families must agree to participate in case management services to remain in the shelter. The Emergency Family Shelter Program is located at Maple Park Manor; a property consisting of two buildings of 12 units: 2 one-bedroom units and 10 two-bedroom units. Of the 24 units, 1 unit is an office to deliver case management services; 8 units are temporary emergency shelter; and the remaining 15 units are Permanent Supportive Housing for homeless families.

Under a three-way Memorandum of Agreement, the Champaign County Continuum of Care is responsible for administration and oversight of all program policies and procedures for the eight shelter units including furnishings, housekeeping and preparing units for re-occupancy. United Way funds intensive case management services and manages the Case Management Services Contract with Regional Planning.

HACC is responsible for property management and building maintenance services for all units in the property. HACC provides Project Based Vouchers for the 15 transitional units and an operating subsidy to support the 8 Emergency Shelter Units. The operating subsidy is equal to the actual per unit operating costs. Upon successful completion of one year of compliance with Case Management Services and residing in a Permanent Supportive Housing unit, families will be eligible to request conversion of project-based assistance to a tenant based voucher.

Case Management staff assist the families in locating alternate housing with the tenant-based voucher. This turnover provides for the availability of a Permanent Supportive Housing unit to another family in the Emergency Shelter Program. Families residing in the Shelter units will transfer to the Transitional Housing units or may be eligible to receive a tenant-based voucher to locate alternate housing when determined by the Case Management Staff.

The Problem

The Emergency Shelter for Families has been a safe haven for hundreds of individuals and families since its inception in 2015. The two buildings which houses the ESF programs were built in 1965 and 1969 and acquired by the housing authority many years

ago. Both buildings need major repairs to ensure their long-term viability, ultimately sustaining this critical resource for families for generations to come.

The major maintenance and upkeep challenges at present consist of mechanical, plumbing, and roofing issues. The heating and air system have P-TAC units that are consistently being repaired and replaced frequently by HACC maintenance techs. The proposed solution would be to replace the P-TAC units with a forced air system, coupled with the weatherization of the buildings. This solution will prove to be a viable economic upgrade. The tenant may also experience a saving in their monthly utility bills. There is also an ongoing issue with the metal and copper water lines that connect to the shower, toilet, vanity, and kitchen sink in each unit.

The roofing system is a felt membrane overlay that adheres to pitched Styrofoam insulation. There is ponding on the 302 building and on the 306 roof, there are pockets where the membrane is not adhering to the Styrofoam underlay creating air pockets all over the roof. In addition, the warranties on the roofs are also expired.

The floors and ceilings need an upgrade in about 70% of the units because of extensive water damage from water line leakage and breaks due to the age of the pipes and fittings. The windows also need an upgrade in the bedrooms. The existing windows are casement windows that often need repair because when a strong gust of wind catches the window it swings the window outward which usually damages the connecting arm beyond repair. The proposed fix would be to replace them with double hung window as to eliminate the repair issue and provide a more stable window in the bedrooms.

To execute the plumbing, HVAC and flooring upgrades, there will be extensive demolition of drywall and flooring to gain access to the mechanical and plumbing pipes and vents. In addition, the proposed upgrades will also need framing and encasement of all ductwork and drywall patch where access to mechanical and plumbing pipes were gained. We estimate these costs to be at least \$650,000.