

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN
COUNTY REGIONAL PLANNING COMMISSION FOR HOUSEHOLD RENT
ASSISTANCE**

This Agreement is made and entered by and among the County of Champaign (“County”) and the Champaign County Regional Planning Commission (“RPC”), a division of the County of Champaign, Illinois, (hereinafter collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

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 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including assistance to households; and

WHEREAS, the County desires to enter into an Agreement with RPC for the administration of ARPA Funds to provide rent assistance to households that have experienced a temporary hardship that has caused them to get behind on rent, to support families at risk for homelessness; and

WHEREAS, RPC accepts the request for service administration from the County;

NOW, THEREFORE, the Parties agree as follows:

- 1. Purpose and Scope:** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
 - A. “Initiative” Defined:** RPC will provide these services between May 10, 2024 and June 30, 2024 directly related to providing household rent assistance in Champaign County; with proposed Initiative details and budget included in Attachment 1 (“Initiative”). RPC will subcontract with the City of Champaign Township and Cunningham Township to subaward household rent assistance in Champaign County, per the Initiative.
 - B. Funding:** The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$50,000 to RPC for Initiative services, according to the projected budget in Attachment 1. The transfer of funds provided to the RPC shall be made in installments as needed, no greater than monthly. In order for funds to be released, the RPC must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, detailed cost projection, and Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final installment and final Reporting Form shall

be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to the RPC.

2. Roles and Responsibilities of RPC:

A. Oversight

- i. RPC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. RPC 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).
- iii. RPC 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: Unique Entity ID (UEI) number, tax identification number, Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting period, copy of additional documentation as needed to support ARPA-funded transaction details, impacted populations, capital expenditure amounts and details, public health or economic impact experienced due to the pandemic, number of households served, Initiative response to public health or negative economic impact due to the pandemic. Reporting requirements will be specified by the County.
- iv. RPC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of RPC as related to the Initiative and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. 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. RPC understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. RPC will comply with all applicable statutes, ordinances, and regulations. RPC 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, RPC will reimburse the County any amount that is determined to have spent in violation of the law.
- vii. RPC will enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this Initiative.

B. Initiative

- i. Services: RPC shall conduct activities toward development and operation of the Initiative under the following requirements:
 - a. RPC shall incur costs directly related to the Initiative between May 10, 2024 and June 30, 2024.
 - b. RPC shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the RPC board with the following responsibilities:
 - a. Review reports and Initiative adherence.
 - b. Approve significant changes in Initiative prior to implementation.

3. Roles and Responsibilities of the County:

- A.** The County shall provide ARPA Funds to RPC in an amount up to \$50,000. The transfer of funds shall be provided to RPC based on documentation and reporting for related Initiative costs.
- 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.

- 4. Term:** This Agreement shall commence upon its execution between the Parties.
- 5. Termination:** This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, RPC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if RPC does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, RPC will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
- 6. Amendments:** This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.
- 7. 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 the 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.
- 8. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 9. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or

otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the last date signed by a Party hereto.

BY:  _____

Steve Summers
County Executive
Champaign County

BY:  _____

Dalitso Sulamoyo
Chief Executive Officer
Champaign County Regional
Planning Commission

DATE: June 25, 2024

DATE: 06-25-2024



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

ATTACHMENT 1

Date: May 15, 2024

To: Stephanie Fortado, Deputy Chair – Finance, and
John Farney, Assistant Deputy Chair – Finance, and
Honorable Members of the Champaign County Board

From: Lisa Benson., RPC Community Services Director (On behalf of Champaign County Regional Planning Commission, City of Champaign Township, and Cunningham Township Supervisor's Office)

RE: Request for ARPA funds to support Homeless Prevention/Temporary Hardship Rent Assistance

Approximately half of all households across Champaign County are renters and about one third of these households are severely rent burdened. Locally, the Regional Planning Commission (RPC), the City of Champaign Township (CoCT), and Cunningham Township Supervisor's Office (CTSO) work collaboratively to administer a county-wide program to provide rent assistance to households who have experienced a temporary hardship that has caused them to get behind on rent to support families at risk for homelessness. The program provides 1-2 months of rent assistance or security deposits for households securing new housing.

Eligibility criteria for Rental Assistance:

- Applicant must reside within Champaign County.
- Applicant must have a verifiable source of recurring income.
- Applicant's rent cannot exceed half of their household monthly gross income unless they receive a fixed income as their only source.
- Applicant must have a verifiable, temporary, cause of hardship beyond their control.
- Applicant household income must be at or under 200% of the federal poverty guideline.
- Applicant has not received rent assistance from a program partner (Champaign County Regional Planning Commission, City of Champaign Township, nor Cunningham Township) in the past 2 years.

Assistance limit:

- The amount of the assistance is based on household need but is generally the equivalent of one month of rent.

Champaign County Regional Planning Commission

1776 E. Washington St. Urbana, IL 61802

P 217.328.3313 F 217.328.2426

TTY 217.384.3862 CCRPC.ORG



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

As of May 10, 2024, each organization in the Champaign County Rental Assistance collaboration had exhausted the funding budgeted for rent assistance in FY24 (July 2023 – June 2024).

Champaign County’s rental assistance providers cordially request ARPA funding to support the Homeless Prevention/Temporary Hardship Rent Assistance to continue seamlessly until FY25 funding is available on July 1, 2024. The funding amount estimated to support the program for the remainder of May 2024 through June 2024 totals \$50,000 allocated amongst the partners as follows.

\$15,000 administered by Regional Planning Commission,
\$20,000 administered City of Champaign Township, and
\$15,000 administered by Cunningham Township Supervisor’s Office

Thank you for your consideration of this request.

Champaign County Regional Planning Commission

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