INTERGOVERNMENTAL AGREEMENT FOR HOUSING SUPPORTIVE SERVICES 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 transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including community violence interventions and services or programs to increase longterm housing security; 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 assisting community violence interventions.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The purpose of this Agreement is for the County to provide ARPA Funds to HACC for implementing housing supportive services to increase housing opportunities for additional participants, thereby providing basic needs that help household stability and decrease factors that may lead to community violence.

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 \$300,000.00 to HACC for housing supportive services.

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 provide housing supportive services, 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 \$300,000.
- 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 \$300,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to HACC on a quarterly reimbursement basis, based on documentation and reporting of housing supportive services per household. A Risk Assessment Form, Reporting Form, and supportive service documentation shall be submitted by HACC to the County prior to the first payment; followed by documentation and Reporting Form for the remaining payment(s). 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 provide housing supportive services 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/households served by the project; population categories served by the project; project funding sources and amounts; project expenditure details; project scope and purpose; details regarding how the project responds to public health related or negative economic impacts of the pandemic; 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:

F. The County shall provide ARPA Funds to HACC in an amount up to \$300,000 in support of this assistance. The transferred funds shall be provided to HACC on a quarterly reimbursement basis, based on documentation and reporting of housing supportive services per household. A Risk Assessment Form, Reporting Form, and supportive service documentation shall be submitted by HACC to the County prior to the first payment; followed by documentation and Reporting Form for the remaining payment(s). The County shall provide the Risk Assessment Form and Reporting Form templates to HACC.

A. 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: Dulene a Klacpar

HOUSING AUTHORITY OF CHAMPAIGN COUNTY

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Date: August 19, 2022

Date: October 27, 2023

on

ATTEST: Deaus

ATTEST: Maguittoboom

APPROVED AS TO FORM:

Peter Ladie

APPROVED AS TO FORM:

Suart H. Henry

ATTACHMENT 1



Growing & Moving Forward Together

HOUSING AUTHORITY OF CHAMPAIGN COUNTY CHAMPAIGN COUNTY AMERICAN RESCUE PLAN ACT

AFFORDABLE HOUSING FUNDING PROPOSAL

| Proposed Program | Funding Request |
|-------------------------------------|-----------------|
| LANDLORD INCENTIVES | |
| Opportunity Area Landlord Incentive | \$170,000 |
| Tenant Damage Reimbursement | \$25,000 |
| SUPPORTIVE SERVICES/REHAB | |
| Supportive Services | \$300,000 |
| Total Request: | \$495,000 |

Supportive Services Funding Request

Champaign County ARPA Funding

Housing alone is not enough to ensure long-term stability for an individual or family. the rental subsidy provided by HACC is a great start on the journey toward self-sufficiency, but we have learned that often families have much deeper needs to access quality affordable housing more quickly. Some of these needs can include the costs associated with obtaining critical documents, security deposits, moving expenses, transportation, etc.

As the County board takes into consideration funding opportunities for affordable housing, we charge the staff and elected officials to consider some of the root causes of housing instability and how one-time access to supportive services can ensure long-term stability of housing.

We believe stable housing is similar in design to a threelegged stool which encompasses access to a physical unit, rental subsidy, and elective supportive services. Under the Emergency Housing Voucher Program, we have seen great success in our work to get individuals at risk for homelessness or literally homeless stable. Under this program HUD provided approximately \$3,000 per voucher to support families on their



journey to self-sufficiency while eliminating barriers to the access of affordable housing.

The Housing Authority of Champaign County (HACC) will implement supportive services to new admissions of HACC voucher programs to increase housing opportunities for HCV participants. These supportive services will expand beyond the traditional case management services provided to participants. These case management services will continue and include, but are not limited to, help with obtaining and/or retaining employment and/or furthering their education through traditional and vocational training programs. In addition to these ongoing services, HACC will implement supportive services to assist participants in overcoming barriers in obtaining and sustaining their housing. As with providing these initial supportive services it provides participants a foundation for daily life and a successful future.

HACC proposes to implement the following supportive services on a case-by-case basis:

- 1. **Application Fee Assistance:** Help pay some or all the application fees as required by landlords or property managers when applying for the unit.
- 2. Security Deposit: Assistance with paying the security deposit to secure the unit.
- 3. **Housing Search Assistance**: Assistance in searching for a unit to ensure the voucher is adequately utilized.
- 4. **Utility Assistance:** Assistance with paying past due utility bills that prevent tenants from turning on service in their new units.
- 5. **Transportation Assistance:** Travel assistance to get to appointments with landlords and/or social service resources.
- 6. **Critical Documents**: Obtaining vital documents to complete the HCV eligibility application such as birth certificates, social security cards, etc.
- 7. **Moving Costs:** Assistance with securing help with moving such as a moving truck, packing essentials, storage, etc.
- 8. **Furniture Search**: Assistance in getting help with obtaining furniture for the unit to assist with daily living such as beds, tables, dresser, etc.
- 9. **Phone Minute Cards:** Obtain phone cards to be able to call landlords, resources, and other means to secure housing.

We anticipate approximately 200 moves in 2022 and are requesting \$1,500 per participants to assist with the above-mentioned supportive services. Bringing the total supportive service funding request to \$300,000