## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES



Grants Management Division

#### m e m o r a n d u m

**TO:** Mayor Diane Wolfe Marlin and City Council Members

**FROM:** Sheila Dodd, Interim Community Development Services Director

**DATE:** February 3, 2022

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE

**EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT** 

**AGREEMENT (Courage Connection TBRA FY 2021-2022)** 

## Description

Included on the agenda of the February 7, 2022 Urbana City Council meeting is a Resolution approving and authorizing the execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnerships Program.

The proposed agreement would allocate \$150,000 from FY 2017, FY 2018, and FY 2019 from the allocation of HOME funds to assist Courage Connection to fund a tenant-based rental assistance (TBRA) program for qualified low-income renters. The participants in this TBRA program may also be offered case management.

#### **Background and Discussion**

An estimated twenty (20) households are expected to benefit from TBRA through the proposed program, based on performance from previous funding agreements. Determining the actual number of beneficiaries is difficult due to differences in family size and monthly rents. Courage Connection is currently completing a HOME-funded TBRA program with twenty-four (24) clients.

Rental assistance would be provided by Courage Connection to each eligible tenant for a period of time not to exceed two (2) years. The proposed subrecipient agreement requires that all funds must be expended by June 30, 2024.

Courage Connection has experienced no difficulty with regards to expending HOME funds in a timely manner in each of their prior funding agreements.

## **Options**

- 1. Forward the Resolution to City Council on the consent agenda with a recommendation of approval and authorizing the execution of an Urbana HOME Consortium subrecipient agreement with Courage Connection TBRA FY 2021-2022.
- 2. Forward the Resolution to City Council on the consent agenda with recommendation of approval with suggested changes.

3. Do not approve the Resolution.

## **Fiscal Impacts**

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is already incorporated into the FY 2021-2022 Annual Action Plans as amended. The proposed contract and expenditure of the funds for this agreement will assist in committing the Urbana HOME Consortium's funding in a timely manner.

## **Programmatic Impacts**

The proposed TBRA project is in keeping with the goals and strategies outlined in the *City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024*. The proposed agreement will utilize funding originally programmed for TBRA. Committing these program funds will help to secure future HOME funding in maintaining the Urbana HOME Consortium's commitment obligations and improving overall program performance.

## Recommendations

At its January 25, 2022 Community Development Commission meeting, the Commission recommended forwarding the Resolution to the Urbana City Council with a recommendation of approval.

#### **Attachments:**

- A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Courage Connection TBRA FY 2021-2022)
- An Urbana HOME Consortium Subrecipient Agreement (Courage Connection TBRA FY 2021-2022)

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## A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

(Courage Connection TBRA FY 2021-2022)

WHEREAS, the City of Urbana ("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, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached subrecipient agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$150,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Courage Connection, in substantially the form of the copy of said Agreement attached hereto and hereby 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

## URBANA HOME CONSORTIUM TENANT BASED RENTAL ASSISTANCE PROGRAM

(COURAGE CONNECTION TBRA FY 2021-2022)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the "**AGREEMENT**", is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "**GRANTOR**"), and Courage Connection, an Illinois not for profit.

#### WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the "Consolidated Plan") in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, COURAGE CONNECTION has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households (hereinafter the "TBRA PROGRAM"); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the median family income; and

WHEREAS, COURAGE CONNECTION desires to serve as a manager of the TBRA PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the GRANTOR has determined that the TBRA PROGRAM is eligible for funding under the HOME Program; and

WHEREAS, the GRANTOR has determined that the required private matching funding to cover the cost of the TBRA PROGRAM is available through excess match; and

WHEREAS, COURAGE CONNECTION has been fully informed regarding all requirements or obligations that must be met by COURAGE CONNECTION in order to utilize HOME Program funds for the TBRA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, COURAGE CONNECTION, having been fully informed regarding the requirements of the HOME Program, is committed to starting the TBRA PROGRAM with the assistance of HOME Program funds on or before February 15, 2022.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## ARTICLE I: HOME REQUIREMENTS

#### **Section 1: Use of HOME Funds**

The GRANTOR agrees to provide COURAGE CONNECTION an amount not to exceed \$150,000 from its Federal Fiscal Year FY 2017, FY 2018, and FY 2019 HOME Program funding carryover to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the TBRA PROGRAM. COURAGE CONNECTION shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA PROGRAM in the manner described below:

- (a) COURAGE CONNECTION shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA PROGRAM to the lease termination for each client.
- (b) COURAGE CONNECTION shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) COURAGE CONNECTION shall incorporate the sample documents for the TBRA PROGRAM as described in the "Program Manual" attached hereto and by reference made a part hereof.

## Section 2: Affordability

COURAGE CONNECTION shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. COURAGE CONNECTION shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. COURAGE CONNECTION is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the TBRA PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and COURAGE CONNECTION has submitted all necessary demographic and financial information to the GRANTEE.

## Section 3: HOME Project Requirements

## **Project Requirements:**

The GRANTOR shall provide HOME funds not to exceed \$150,000 for eligible costs as described in 24 CFR 92.209. 9

The GRANTOR and COURAGE CONNECTION agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance, security deposit payments, case management and inspection costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

COURAGE CONNECTION agrees to adhere to the tenant selection policies outlined in the "Program Manual" in "Attachment 1". All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

## List of Documents

The following documents have been added to or made a part hereof by reference:

Attachment 1 – Program Manual Attachment 2 – Standard Form-LLL, "Disclosure Form to Report Lobbying"

## Section 4: Housing Unit Standards

COURAGE CONNECTION agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the "Program Manual" and must also be reinspected on an annual basis.

## Section 5: Other TBRA PROGRAM Requirements

## A. Non-discrimination and Equal Opportunity

COURAGE CONNECTION agrees that there shall be no discrimination against any person who is employed in carrying out the TBRA PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COURAGE CONNECTION further agrees to the following:

- 1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.
- 2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
- 3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
- 4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

## B. Conflict of Interest

COURAGE CONNECTION guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. COURAGE CONNECTION agrees that no members of the governing body of the locality in which COURAGE CONNECTION is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S. Department and Housing and Urban Development ("HUD"), COURAGE CONNECTION agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of COURAGE CONNECTION and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOMEassisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of COURAGE CONNECTION, may occupy a HOME-assisted affordable housing unit in a project.

## C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

- 1. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- 2. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- 3. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

- 4. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- 5. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- 6. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- 7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- 8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

## D. <u>Termination of tenancy</u>

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to COURAGE CONNECTION and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

## E. Air and Water

COURAGE CONNECTION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

## Section 6: Records and Reports

## A. Records

COURAGE CONNECTION authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. COURAGE CONNECTION will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2028). Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbursement of expenses. COURAGE CONNECTION 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 GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by COURAGE CONNECTION, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

With respect to all matters covered by this 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 GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. COURAGE CONNECTION 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 AGREEMENT. The GRANTOR's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. COURAGE CONNECTION shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Tenant Based Rental Assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

#### B. Reports

COURAGE CONNECTION agrees to submit to the GRANTOR the reports as described in this section. COURAGE CONNECTION will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2028). Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request reimbursement of expenses, and documentation of household income eligibility.

## Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to COURAGE CONNECTION of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

(a) Direct COURAGE CONNECTION to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;

- (b) Direct COURAGE CONNECTION to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the COURAGE CONNECTION to reimburse the GRANTOR'S HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by COURAGE CONNECTION of the GRANTOR's written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any COURAGE CONNECTION default.

Unless the COURAGE CONNECTION's default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of COURAGE CONNECTION's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the COURAGE CONNECTION and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

## Section 8: Request for Disbursement of Funds

COURAGE CONNECTION shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to COURAGE CONNECTION within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "COURAGE CONNECTION, Inc." All monies granted to COURAGE CONNECTION pursuant to this AGREEMENT shall be expended by **June 30, 2024**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME Program activities.

## Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2024; or

five years after project completion when all files may be destroyed in accordance with State and Federal law.

#### ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA PROGRAM in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the COURAGE CONNECTION's compliance with the terms and conditions of performance outlined in this AGREEMENT.

## **ARTICLE III: CERTIFICATIONS**

COURAGE CONNECTION represents the following with respect to this AGREEMENT.

- A. COURAGE CONNECTION possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA PROGRAM as described herein.
- B. The governing body of COURAGE CONNECTION has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of COURAGE CONNECTION to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. COURAGE CONNECTION, its successors and assigns, agrees to develop and operate the TBRA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. COURAGE CONNECTION agrees to give maximum feasible priority to very low-income persons when administering the TBRA PROGRAM described herein.
- E. COURAGE CONNECTION may contribute to or utilize excess match accumulated by Consortium members. Any new COURAGE CONNECTION match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.
- F. COURAGE CONNECTION shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the TBRA PROGRAM. COURAGE CONNECTION agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. COURAGE CONNECTION shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.
- G. COURAGE CONNECTION shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides

that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which COURAGE CONNECTION receives federal financial assistance.

- H. COURAGE CONNECTION shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of COURAGE CONNECTION, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, COURAGE CONNECTION will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- J. COURAGE CONNECTION shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- K. COURAGE CONNECTION shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. COURAGE CONNECTION shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- L. COURAGE CONNECTION shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of COURAGE CONNECTION, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this TBRA PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that COURAGE CONNECTION shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.

COURAGE CONNECTION, Tenant Based Rental Assistance Subgrantee Agreement No.: 2122-COURAGE CONNECTION M. COURAGE CONNECTION shall have full control of the ways and means of performing the services referred to herein. COURAGE CONNECTION acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

## **ARTICLE IV: NOTICES**

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTOR: Sheila Dodd, Manager

Grants Management Division

400 South Vine Street Urbana, Illinois 61801

TO: Elizabeth Cook, Executive Director

**COURAGE CONNECTION** 

1304 E. Main St. Urbana, IL 61801

## **ARTICLE V: CONTINGENCIES**

This AGREEMENT, including the provision of funds by the GRANTOR for the TBRA PROGRAM as described herein, is contingent upon the signing of GRANTOR and COURAGE CONNECTION.

#### ARTICLE VI: ASSIGNMENT

COURAGE CONNECTION shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

## ARTICLE VII: MODIFICATION

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

#### ARTICLE VIII: EXECUTION OF AGREEMENT

This AGREEMENT shall be binding upon the GRANTOR and COURAGE CONNECTION, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

## ARTICLE IX: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a Subrecipient, funded by HUD.

#### ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by COURAGE CONNECTION under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the COURAGE CONNECTION'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the COURAGE CONNECTION to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the COURAGE CONNECTION'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

#### ARTICLE XI: INDEMNIFICATION

COURAGE CONNECTION shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to COURAGE CONNECTION;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by COURAGE CONNECTION;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of COURAGE CONNECTION or any of its contractors, subcontractors, subsubcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to COURAGE CONNECTION by registered or certified mail addressed to COURAGE CONNECTION. Upon receipt of such notice, COURAGE CONNECTION, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

Subgrantee Agreement No.: 2122-COURAGE CONNECTION

## ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

GRANTOR:	COURAGE CONNECTION:
Diane Wolf Marlin, Mayor	Elizabeth Cook, Executive Director
Phyllis Clark, City Clerk	<u> </u>
STATE OF ILLINOIS	) ) SS
COUNTY OF CHAMPAIGN	, )
CERTIFY that Elizabeth Cook, per subscribed to the foregoing instrum that he signed and delivered the said	and for said County in the State aforesaid, DO HEREBY esonally known to me to be the same person whose name is tent, appeared before me this day in person, and acknowledged d instrument as his free and voluntary act in her capacity as CONNECTION, and as the free and voluntary act of said in set forth.
Given under my hand and official se	eal, this, 2022.
	Notary Public

## **Program Overview**

## **Program Description**

The Tenant Based Rental Assistance Program (TBRA) is a temporary rental assistance program for Courage Connection clients fleeing or attempting to flee domestic violence who meet income eligibility and residency requirements as established by the Urbana HOME Consortium. The purpose of the TBRA program is to assist households in securing permanent housing while they are gaining and maintaining housing stability.

#### TBRA General Guidelines

TBRA funds will be used to provide rent assistance for 15 households when paying the cost of monthly rent and, if applicable, initial payments of security and utility deposits. Subsidy checks will be issued directly to the landlord. Utility reimbursements, when applicable, will be sent directly to the utility provider. The tenant will be responsible for paying their portion of the rent directly to the landlord in accordance with the lease requirements.

Participants cannot receive TBRA beyond two years from the beginning of rental assistance. Participation will focus heavily on housing stability and continuous efforts towards established housing stability goals.

#### Non-discrimination

Services at Courage Connection are provided without regard to race/ethnicity, national origin, religion, economic status, disability, sexual orientation, or age, and all services are provided in complete confidentiality.

## **Eligibility**

#### Participation Criteria

- A) Be at least 18 years of age.
- B) Meet the HUD definition of Fleeing or Attempting to Flee Domestic Violence (Category 4).
- C) Reside within Champaign County
- D) Meet income guidelines
  - a. The definition of income established for the Section 8 Program at 24 CFR Part 5 shall be used when determining income eligibility for the TBRA Program. A household's annual income must not exceed 60 percent of the median family income for the area for the current year, as determined and made available by HUD.
- E) Must not be receiving rental subsidies/duplicative services through another program (e.g. Housing Choice Voucher).

## **Housing Authority Consultation**

## Housing Choice Voucher Approval

A) If a participant has disclosed that they are currently on a PHA waitlist, the PHA will be contacted and informed of the participant's TBRA status and that should a Housing Choice Voucher become available for the participant, the TBRA program voucher will terminate in favor of the Housing Choice Voucher.

## **Application Process**

Referral and Waiting List

- A) Courage Connection's (CC) staff will complete a referral with applicants to assess the aforementioned eligibility criteria for the TBRA. This information will be used to add applicants to the TBRA referral waiting list, which will be maintain by CC staff.
- B) CC staff will utilize the TBRA waiting list to contact applicants according to their placement on the list to complete an application and housing stability assessment; CC staff will assist applicants in completing both the application and assessment.
- C) Applicants will receive instructions on what documentation, along with their application, to provide and the deadline by which to submit it. In order for an application to be considered, the following must also be submitted:
  - a. Verification of category 4 homelessness
  - b. Verification of income
  - c. Verification of assets
  - d. Copy of ID for adult household members
  - e. Copy of social security cards for all household members
- D) CC staff will assist client in obtaining their requirement supplemental documentation.

## **Applicant Selection**

**Approval** 

- A) Applicants will be approved for the TBRA program should the application and supplemental documentation determine that they meet the participant eligibility and required documentation guidelines.
- B) Applicants will be notified by letter of their approval.

Denial

- A) Applicants will be denied for the TBRA program should the application and supplemental documentation determine that they do not meet the participant eligibility and/or are missing the required documentation.
- B) Applicants will be notified by letter of their denial and be given a copy of the appeal process procedures.
- C) If additional information is needed to determine eligibility, CC staff will work with the applicant to obtain necessary documentation. An additional five (14) business days will be granted for the applicant to return the necessary documentation.

## **Voucher Briefing**

**Approval** 

- A) Upon approval, CC staff will schedule a meeting to review and/or complete the following for the TBRA program:
  - a. Program expectations
  - b. TBRA voucher, allowances, and restrictions
  - c. Request for Unit Approval instructions and purpose
  - d. HUD "How Your Rent is Determined" fact sheet
  - e. Sample copy of lease addendum

# COURAGE

## TBRA PROGRAM MANUAL

f. Sample copy of payments contract

#### Occupancy

- A) Bedroom size will be determined based on the following criteria:
  - Person of the opposite sex, other than spouses, will not be required to share the same bedroom.
  - b. Children of the opposite sex above the age of six will not be required to share the same bedroom.
  - c. Children will not be required to share a bedroom with a parent.
  - d. An unborn child may be considered for the purpose of assigning the bedroom size
  - e. Larger size units than indicated by these policies may be assigned if the applicant provide documentation that a larger unit is needed for health/medical reasons.

	Persons in Household			
Voucher Size	Minimum	Maximum		
0 bedroom	1	1		
1 bedroom	1	2		
2 bedroom	2	4		
3 bedroom	3	6		
4 bedroom	6	8		
5 bedroom	8	10		

#### **Housing Search**

- A) Applicants will be allotted 60 days to submit a Request for Unit Form per their voucher. An extension of 30 days can be granted if requested in writing by the applicant before the voucher expiration date.
- B) CC staff will brief applicants on what is and is not allowable in terms of housing (e.g. where a unit can be located, the type of structure, inspection requirements)
- C) CC staff will assist applicants in the housing search process and, when necessary, advocate and coordinate with property managers

## **Unit Selection**

#### Unit Approval

- A) Upon locating a unit which the applicant would like to have inspected for tenancy, the applicant should provide the following to the prospective property manager for them to review and/or complete:
  - a. Request for Unit Approval
  - b. Lead-based paint addendum
  - c. Sample copy of the lease addendum
  - d. Sample copy of the payments contract
- B) Applicants should return the following documents to CC staff upon completion and/or receipt:
  - a. Request for Unit Approval
  - b.Lead-based paint addendum
  - c. Sample/blank lease

C) CC staff will calculate the applicant's portion of rent upon receipt of the Request for Unit Approval and notify the applicant of their payment portion

## **Unit Inspection and Approval**

Inspection

- A) CC staff will coordinate an inspection of the proposed unit with the property manager upon receipt of the Request for Unit Approval, lead-based paint addendum, and sample lease.
- B) The inspection will be completed by a qualified Housing Quality Standards (HQS) inspector. Inspection Approval
  - A) Upon a passing HQS inspection and approval of the sample lease, the applicant and property manager will be informed that all parties can move forward with the lease signing.

#### Inspection Failure

- A) Upon a failing inspection, the applicant and property manager will be informed that the property manager will be given 2 weeks to address the deficiencies and schedule a reinspection.
  - a. The property manager will be provided with a copy of the HQS inspection as well as a letter listing the needed repairs and timeframe in which the repairs must be completed.
  - b. In the event that the property manager is unwilling to correct the deficiencies, the program participant is advised to begin the search for another unit.
- B) CC staff will contact participant with information and schedules meeting with participant and landlord to sign lease

## Lease Agreement & Program Contract

**Entering into Agreements** 

- A) The participant and landlord sign the lease and lease addendum
- B) CC staff and the landlord sign payments contract
- C) Copies of each document are provided for the participant, property manager, and CC staff

## **Self-Sufficiency Program**

Case Management

- A) Participants in the TBRA program will work with CC staff to develop a self-sufficiency plan while participating in the program in order to maximize each household's ability to live independently after termination of their TBRA voucher.
- B) Self-sufficiency goals will be determined based on the housing stability assessment and the participant's personal choices.
- C) CC staff will meet with participants at least monthly for the following activities:
  - a. On-going assessment of and assistance with housing stability barriers
  - b. Financial empowerment and management skills
  - c. Assessment of property condition and teaching home maintenance skills
  - d. Rent re-calculation as necessary
  - e. Monitor tenant's progress on goals, such as bill payments, grades, employment etc.

## COURAGE TBRA PROGRAM MANUAL

#### Advocacy

- A) CC staff will be available for updates from and collaboration with the landlord in regards to participant's tenancy
- B) CC will coordinate with participants and other financial/housing assistance programs

## Recertification

#### **Annual Evaluation**

- A) Sixty days prior to end of the lease, CC staff will meet with the participant to evaluate the need to continue TBRA program participation should another year of assistance be available to the specific participant
  - a. Participant will follow the same eligibility, application, unit selection, and unit inspection procedures as the initial certification, excluding verification of category 4 homelessness
  - b. Evaluation will include the participant's desire to remain at the same unit
- B) CC staff will coordinate with the participant's landlord to verify willingness to renew lease with the TBRA participant
- C) CC staff will recalculate the monthly subsidy allowance based on the participant's income and asset verification during recertification.

## **Termination of TBRA Payments**

#### **Annual Evaluation**

- A) Termination of TBRA Payments can occur for the following reasons:
  - a. The payments contract expires and will not be renewed
  - b. The landlord and tenant mutually agree to release each other from the lease
  - c. The lease is terminated by the landlord through court ordered eviction
  - d. The participant chooses to end relationship with TBRA program.
  - e. The participant's income exceeds income guidelines for the TBRA program during recertification
- B) Courage Connection may deny a household a second year of assistance for lack of compliance with self-sufficiency program goals

#### **Notification**

A) CC staff must provide a written notice to the participant containing a clear statement of the reasons for termination of program participation and provide the participant with a copy of the grievance policy which explains the review process

## **Grievance Policy**

## **Grievance Procedure**

- A) Courage Connection strives to create a fair and respectful environment. A program participant who feels a consequence or decision has been issued unfairly has the right to request a review. The review will be conducted under the following parameters:
  - a. Consequences will remain in place during the grievance review.
  - b. The "event" is defined as the day the program participant receives the consequences.
  - c. The decision of the Executive Director is final.



## TBRA PROGRAM MANUAL

- B) The review is comprised of the followings steps:
  - a. Within five (5) days of the event, the program participant must request a review, in writing, to the Director of Organizational Effectiveness. This request must specify the area of concern.
  - b. The Director of Organizational Effectiveness will respond in writing to the request in five (5) working days.
  - c. If the program participant disagrees with the findings of the Director of Organizational Effectiveness, the program participant may request a review, in writing and within five (5) working days, to the Chief Executive Officer.
  - d. The Chief Executive Officer will respond in writing in five (5) working days.
  - e. The decision of the Chief Executive officer is final.

## **Program Administration**

Record Retention

- A) TBRA client files will be maintained for five years after program completion.
- B) TBRA client files will be available to grant funders as required for program monitoring. Data Management
  - A) Client data, including but not limited to demographic information, date of program entry, and required HUD client characteristics will be entered into and maintained on InfoNet.

☐ Transgender ☐ Other:

Date: Time:									
CONTACT I	NFORMATION								
Full Name of Hea	d of Household		Phone Nu	ımber			Phone Type 8	& Status	
Tun Hume of Hea	u 01 110u301101u		i none na				□ Cell	□Те	emporary
Email Address			Best Time	for C			☐ Landline		ermanent -•
Email Address			□ Anytim		Morniı □	20	Best Method( ☐ Cell (text)		ell (call)
			☐ Afterno			-			en (can) andline
Current Street Ac	ldress		Unit No.		, State, & Z				ntact Methods
						-		□ Cell	□ Email
								□ Landlin	e □ Mail
<b>Emergency Conta</b>	act Name		Relations	hip			Emergeno	y Contact F	hone Number
HOUSEHOL	D COMPOSITIO	)N		Total Ho	ousehold Men	nbers:		3 □ 4 □ 5	5
Full Name		Relationsh	ip to Head			Da	te of Birth		Age
		☐ Self		□ Chi					
		□ Depend			er adult				
<b>Gender</b> □ Female	□ Male	Social Sec	urity/ Regis	tration	n Number		rrent Residenc Above address		her address
	□ Male □ Other:						-oster care	S □ Anot □ Othe	
☐ Transgender	U Other.								
Full Name		□ Self □ Depend		□ Chi		Da	te of Birth		Age
Gender			urity/ Regis			Cu	rent Residenc	e	
□ Female	□ Male						Above address	s □ Anot	her address
□Transgender	□ Other:						oster care	□ Othe	er:
Full Name		Relationsh	ip to Head	of Hou	sehold	Da	te of Birth		Age
		☐ Self		□ Chi	ld				
		□ Depend			er adult				
Gender		Social Sec	urity/ Regis	tration	n Number		rrent Residenc		
□ Female	□ Male						Above address		her address
☐ Transgender	□ Other:						oster care	□ Othe	
Full Name			ip to Head			Da	te of Birth		Age
		□ Self		□ Chi					
Gender		☐ Depend	aent <b>urity/ Regis</b>		er adult	Cu	rrent Residenc		
□ Female	□ Male	Social Sec	urity, Regis	ciacioi	Humber		Above address		her address
☐ Transgender	☐ Other:						oster care	□ Othe	
Full Name		Pelationsh	ip to Head	of Hou	isehold		te of Birth		Age
I dii Hairie		□ Self	-	□ Chi		Da	ie or Birth		Age
		☐ Depend			er adult				
Gender			urity/ Regis			Cu	rent Residenc	e	
□ Female	□ Male						Above address	s □ Anot	her address
□ Transgender	□ Other:						oster care	□ Othe	er:
Full Name		Relationsh	ip to Head	of Hou	ısehold	Da	te of Birth		Age
		☐ Self		□ Chi	Id				
		□ Depend			er adult				
Gender		Social Sec	urity/ Regis	tration	Number		rrent Residenc		
□ Female	□ Male						Above address	s 🗆 Anot	her address:

☐ Foster care

 $\square$  Other:

#### **EMPLOYMENT INCOME** Employed: $\square$ Yes $\square$ No Full Name **Employer Name** Hours per Week **Payment Frequency** Full Name **Employer Name** Hours per Week **Payment Frequency SELF-EMPLOYMENT** Self-employed: $\square$ Yes $\square$ No Full Name **Business Name Start Date** Annual Income Full Name **Business Name Start Date Annual Income** OTHER INCOME Receiving Other Income: $\square$ Yes $\square$ No Full Name **Income Type** □ SSI/SSDI ☐ Retirement ☐ Alimony □ Unemployment □ TANF ☐ Social security ☐ Child support ☐ Adoption/foster assistance Full Name **Income Type** □ SSI/SSDI ☐ Retirement ☐ Alimony ☐ Unemployment ☐ TANF ☐ Social security ☐ Child support ☐ Adoption/foster assistance **EDUCATION STATUS** Current Student: $\square$ Yes $\square$ No **Full Name** Student Status **Institution Name Program Type** ☐ Full-time ☐ Part-time Full Name **Student Status Institution Name Program Type** ☐ Full-time ☐ Part-time **CONTRIBUTIONS & GIFTS** Receiving Contributions and/or Gifts: $\square$ Yes $\square$ No Full Name **Gift Source** Type of Assistance **Estimated Annual Value** Full Name **Gift Source Type of Assistance Estimated Annual Value ASSETS** Asset Accounts: $\square$ Yes $\square$ No Full Name Asset Type **Current Balance** ☐ Pay card ☐ Other: ☐ Checking □IRA ☐ Other: □ Savings Full Name **Current Balance Asset Type** □ Checking ☐ Pay card ☐ Other: ☐ Other: □ Savings □IRA PROPERTY & REAL ESTATE Property Owner: $\square$ Yes $\square$ No Full Name **Current Value Balance Owed Type of Property** ☐ Residential ☐ Lot ☐ Commercial ☐ Other: Full Name **Current Value Balance Owed** Type of Property ☐ Lot ☐ Residential

☐ Commercial

☐ Other:

ZERO INCOME				N	No Income and/or Contribution: $\ \square$ Yes $\ \square$ N				□ No
Full Name					Annual C	ontribution	า		
Full Name					Annual C	ontribution	า		
CURRENT HOUSING	G ASSIST	ANCE			1	Housing Assis	tance:	□ Yes	□ No
Full Name	Program N	ame		dy Type			Start I	Date	
Full Name	Program N	ame	□ Suk <b>Subsi</b>	nthly rental sul osidized housir <b>dy Type</b> nthly rental sul	ng		Start I	Date	
			□Suk	sidized housin	ng				
HOUSING ASSISTA	NCE WAI'	T LISTS				Wait I	_isted:	☐ Yes	□ No
Full Name	Program N	ame		am Type					
Full Name	Program N	ame	□ Oth Subside	using Choice V ner TBRA <b>dy Type</b>		□ Other:			
				using Choice V ner TBRA	oucher	□ Other:			
I/we understand that the above in Courage Connection. I/we author  Applicant Signature:	ize Courage Coni	nection to verify all in	formation pr		plication.		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	unee n	
Applicant Signature:				Date:					
ADMINISRATION O	ONLY								
Application Status  ☐ Approved ☐ Denied	☐ Pending	Decision Justifica ☐ Incomplete ap ☐ Missing documents	oplication	☐ Receiving ☐ Other:	ı duplica	tive assista	ance		
Full Decision/Next Steps		,							
Staff Signature:			-	Date:					
Complete if granted additional tin	ne/decision appe   <b>Full Decision</b>	aled							
☐ Approved ☐ Denied									
Next Steps	,								
Staff Signature:			-	Date:					



## CONNECTION REQUEST FOR UNIT APPROVAL

## INSTRUCTIONS

This form should be completed by the Tenant and the Landlord to request Courage Connection's (CC) approval of the unit for which the Tenant has elected to receive rental assistance.

- Landlord: Please read the sample Lease Addendum. After the Tenant submits this request to CC, a staff member will contact you to arrange for an inspection. CC is not responsible for any part of the rent prior to unit approval and execution of the Tenant Based Rental Assistance Payments Contract. Please attach a copy of your proposed lease to this form.
- Tenant: With the Landlord, fill out this form completely and return it to your Case Manager at Courage Connection. Do not sign a lease until CC has inspected and approved the unit.

## PROPERTY INFORMATION

	0						
Full Name of He	ad of Household		<b>Full Unit Address</b>				
Bedroom Size	Monthly Rent	Security Deposit	<b>Year Constructed</b>	Lease Start Da	ate Date A	vailable for In	spection
Structure Type							
☐ Single family	⁄ home □ Se	mi-detached (attac	hed on 1 side)	☐ Low	rise apartm	nent (up to 4	stories)
☐ Mobile home	e □ Ro	w house/town hous	se (attached on 2	sides) □ High	ı-rise apartr	ment (5 or m	ore stories)
Landlord/Prope	rty Manager		Landlord/Propert	y Manager Addre	ess		
Courage Conn	ection						
Landlord/Prope	rty Manager Phor	ne Number	Landlord/Propert	y Manager Email			
UTILITIES	Q. ADDIIAN	CES					
UTILITIES	<b>S</b> AFFLIAN	CES					
Utility/Appliance	e Fuel Source					Paid/Provid	led By
Heating	□ Natural C	as D Bottlad Cas	□ Floctric	□ Heat Dumn	□ Othor	□ Owner	□ Tonant

Utility/Appliance	Fuel Source					Paid/Provid	led By
Heating	☐ Natural Gas	☐ Bottled Gas	□ Electric	☐ Heat Pump	☐ Other	□ Owner	□ Tenant
Cooking	☐ Natural Gas	☐ Bottled Gas	□ Electric			□ Owner	□ Tenant
Water Heating	☐ Natural Gas	☐ Bottled Gas	□ Electric			□ Owner	□ Tenant
Other Electric						□ Owner	□ Tenant
Water						□ Owner	□ Tenant
Sewer						□ Owner	□ Tenant
Trash Collection						□ Owner	□ Tenant
Other:						□ Owner	□ Tenant
Refrigerator						□ Owner	□ Tenant
Microwave						□ Owner	□ Tenant

## **OWNER CERTIFICATION**

By executing this request, the owner agrees that the required Lease Addendum is acceptable and certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standard before the Rental Assistance Contract is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

Landlord/Property Manager Signature	Date	Applicant Signature	Date



## TBRA PAYMENTS CONTRACT

Full Name	e of Head of Household	Unit Address
I andlord/	Property Manager	Landlord/Property Manager Address
Landiora	Troperty Manager	Editatora, Toperty Mariager Address
		I
This T	enant Based Rental Assistance (TBRA) Payr	nents Contract is entered into between Courage
Conn	ection (CC) and the Landlord identified abov	ve. This Contract applies only to the Tenant family
and t	he dwelling unit identified above.	
1. T	ERM OF THE CONTRACT	
Th	ne term of this Contract shall begin on	and end no later than The
	ontract automatically terminates on the last	
		<b>y</b>
2 8	ECURITY DEPOSIT	
<b>4.</b> S	ECCHIII DEI OSII	
٨	CC will pay a socurity doposit to the Landle	ord in the amount of \$ The Landlord
Α.	will hold this security deposit during the n	eriod the Tenant occupies the dwelling unit under
		state and local laws regarding interest payments
	on security deposits.	state and local laws regarding interest payments
	on security deposits.	
B.	After the Tenant has moved from the dwe	lling unit, the Landlord may, subject to state and
		ng any interest on the deposit, as reimbursement
	for rent or any other amounts payable by t	the Tenant under the Lease. The Landlord will give
	the Tenant a written list of all items charge	ed against the security deposit and the amount of
		sed as reimbursement to the Landlord, the
	Landlord shall promptly refund the full am	ount of the balance to the Tenant.
_		
C.	· · · · · · · · · · · · · · · · · · ·	when the Tenant has moved from the Contract
	unit.	
3. K	ENT AND AMOUNTS PAYABLE BY	TENANT AND CC
A.		payable to the Landlord for the first twelve months
	of this Contract is	
_	Toward Character Don't Initially and I	*!!
В.		til such time as both the Landlord and the Tenant
	are notified by the CC, the Tenant's share o	or the rent shall be
C	Drogram Administrator Chara of the Dont	. Initially, and until such time as both the Landlord
C.		of the rent shall be Neither CC nor
		nt's rent, or for payment of any claim by the Owner
		ed to making rental payments on behalf of the
	Tenant in accordance with this Contract.	
D.	. Payment Conditions. The right of the own	ner to receive payments under this Contract shall
	be subject to compliance with all of the pr	ovisions of the Contract. The Landlord shall be

paid under this Contract on or about the 1st of the month for which the payment is due. The

# COURAGE

## TBRA PAYMENTS CONTRACT

Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

- 1. The Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease; and
- The Contract unit is leased to and occupied by the Tenant named above in this Contract; and
- 3. The Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract; and
- 4. To the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. Overpayments. If CC determines that the Landlord is not entitled to any payments received, in addition to other remedies, CC may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Voucher Contract.

## 4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. CC shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If CC determines that the Landlord is not meeting these obligations, CC shall have the right, even if the Tenant continues in occupancy, to terminate payment of CC's share of the rent and/or terminate the Contract.

## 5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify CC in writing when eviction proceedings are begun. This may be done by providing CC with a copy of the required notice to the tenant.

## 6. FAIR HOUSING REQUIREMENTS

- A. Nondiscrimination. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and CC, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. Cooperation in Quality Opportunity Compliance Reviews. The Landlord shall comply with the CC and with HUD in conducting compliance reviews and complaint investigations

pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

## 7. CC AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which CC or HUD may reasonably require.
- B. The Landlord shall permit CC or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

## 8. RIGHTS OF CC IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
  - (1) If the Landlord has violated any obligation under this Contract; or
  - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. CC's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If CC determines that a breach has occurred, CC may exercise any of its rights or remedies under the Contract. CC shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by CC to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by CC in accordance with this Contract shall be effective as provided in a written notice by CC to the Landlord. CC exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## 9. CC RELATION TO THIRD PARTIES

- A. CC does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of CC and this Contract does not create or affect any relationship between CC and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to asses any claim against HUD, the (program administrator) or the Landlord under this Contract.

## 10. CONFLICT OF INTEREST PROVISIONS

A. No employee of CC who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

## 11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the CC. CC shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to CC to comply with all terms and conditions of this Contract.

## 12.ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and CC. No changes in this Contract shall be made except in writing signed by both the Landlord and CC.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

## 13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Courage Connection Staff (Print)	Courage Connection Staff Signature	Date
Landlord/Property Manager (Print)	Landlord/Property Manager Signature	Date

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

Payee Name	Payee Address	SSN/FEIN
Landlord/Property Manager Signature		Date

Full Name of Head of Household	Unit Address
Landlord/Property Manager	Landlord/Property Manager Address
	Landiord/Froperty Manager Address
	Landicia/Property Manager Address

This Lease Addendum adds the following paragraphs to the lease between the Tenant and the Landlord referred to above:

## **Purpose of the Addendum**

The lease for the above-referenced unit is being amended to include the provisions of this Addendum because the tenant has been approved to receive assistance under the Tenant Based Rent Assistance (TBRA) Program. Under the TBRA Program, Courage Connection (CC) will make monthly payments to the landlord on behalf of the tenant.

The lease has been signed by the tenant and the landlord on the condition that CC and landlord will promptly execute a TBRA Program Payments Contract. This lease shall not become effective unless the Payments Contract has been executed by both the landlord and CC effective the first day of the term of the lease. If the Payments Contract is not executed within 60 calendar days from the beginning the lease term, this lease shall be **void**.

## **Conflict with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the lease, the provisions of this Addendum shall prevail.

## Terms of the Lease

The lease shall begin on \_\_\_\_\_ and shall end on the earliest of the following dates:

- The date the TBRA Program Payments Contract terminates.
- The date CC terminates TBRA for the tenant.
- The date the landlord and tenant mutually agree to release each other from the lease.
- The date the lease is terminated by the landlord through court-ordered eviction.

CC may terminate TBRA Program assistance for the tenant for any grounds authorized in TBRA Program Description. If CC terminates the TBRA Program assistance for the tenant, both the TBRA Program Payments Contract and the lease terminate automatically.

During the term of the lease the landlord may only terminate the tenancy on the following grounds.

- Serious or repeated violation of the terms and conditions of the lease.
- Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy of use of the dwelling unit and the premises.

- Any of the following types of criminal activity by the tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises engaged in by the tenant, any member of the tenant's household, or any guest or other under the tenant's control.
- Any drug-related criminal activity on or near the premises.
- Other good cause, including, but not limited to, a family history of disturbances of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the dwelling unit or property.

The landlord must provide the tenant with at least **30** days written notice of the termination and <u>must</u> specify in writing the grounds for termination. The notice of grounds must be given at or before commencement of any eviction action. The landlord must give CC a copy of any eviction notice to the tenant at the same time the landlord gives the notice to the tenant.

## Contract Rent, Tenant Rent, and Rent Assistance Payment

The amount of the contract rent shall be subject to approval by CC. The CC shall determine the amount of the tenant rent. The amount of the tenant rent is subject to change by CC during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by CC to the tenant and the landlord. The amount of the tenant rent is the maximum amount the landlord can require the tenant to pay for rent of the dwelling unit including all services, maintenance, and utilities to be provided by the landlord in accordance with the lease. The landlord may not demand or accept any rent payment from the tenant in excess of the tenant rent and must immediately return any excess rent payment to CC.

Each month CC will make a rental assistance payment to the landlord on behalf of the tenant. The landlord shall credit this payment toward the monthly rent payable by the tenant. The balance of the monthly rent shall be paid by the tenant. The tenant is not responsible for payment of the portion of the contract rent covered by CC. Failure by CC to pay CC portion of contract rent to the landlord is not a violation of the lease. During the term of the lease, the landlord may not terminate the tenant for nonpayment of CC portion of contract rent.

## **Security Deposit**

The tenant has deposited <u>\$</u>	with the landlord as a security deposit.
CC has deposited \$	with the landlord as a security deposit.

The landlord will hold this security deposit during the period the tenant occupies the dwelling unit under the lease. The landlord shall comply with state and local laws regarding interest payments on security deposits.

After the tenant has moved from the dwelling unit, the landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the lease.

The landlord will give CC and the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the landlord, the landlord shall promptly refund the full amount of the balance to the tenant.

## **Utilities and Appliances**

The utilities and appliances provided by the landlord and included in the rent/unit should be checked in the second column. The utilities and appliances not included in the rent and paid separately by the tenant should be checked in the third column below.

Utility/Appliance	Fuel Source					Paid/Provid	led By
Heating	☐ Natural Gas	☐ Bottled Gas	□ Electric	☐ Heat Pump	☐ Other	□ Owner	□ Tenant
Cooking	□ Natural Gas	☐ Bottled Gas	□ Electric			□ Owner	□ Tenant
Water Heating	□ Natural Gas	☐ Bottled Gas	□ Electric			□ Owner	□ Tenant
Other Electric						□ Owner	□ Tenant
Water						□ Owner	□ Tenant
Sewer						□ Owner	□ Tenant
Trash Collection						□ Owner	□ Tenant
Other:						□ Owner	□ Tenant
Refrigerator						□ Owner	□ Tenant
Microwave		_	_	_		□Owner	□ Tenant

## **Household Members**

Household members authorized to live in this unit are listed below. The tenant may not permit other persons to join the household without notifying CC and obtaining the landlord's permission. The tenant may not sublease or rent the unit. The tenant may not assign the lease or transfer the unit.

List	house	hol	d	mem	oers	here]	

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

## **Housing Quality Standards**

The landlord shall maintain the dwelling unit, common areas, equipment, facilities, and appliances in decent, safe, and sanitary condition, and in compliance with Champaign County Regional Planning Commission - Social Services Division property maintenance codes.

The landlord is not responsible for a breach of the Housing Quality Standards that is caused by <u>any</u> of the following:

- The tenant fails to pay for any utilities that the landlord is not required to pay for under the lease but that are to be paid by the tenant.
- The tenant fails to provide and maintain any appliances that the landlord is not required to provide under the lease but are to be provided by the tenant.
- Any member of the tenant's household or guest damages the dwelling unit or the premises (damages beyond ordinary wear and tear).

The tenant shall keep that part of the structure and exterior property which such tenant occupies, controls, or uses in a clean and sanitary condition, per CC property maintenance codes. The tenant must pay for any utilities and provide any appliances that the landlord is not required to pay for or provide under the lease.

## **Prohibited Lease Provisions**

Any provision of the lease that falls within the classifications below shall not apply and shall not be enforced by the landlord:

- Confession of Judgment. Consent by the tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the lease.
- Treatment of Property. Agreement by the tenant that the landlord may take or hold the tenant's property, or may sell such property without notice to the tenant and a court decision on the rights of the parties.
- Excusing the Landlord from Responsibility. Agreement by the tenant not to hold the landlord or landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- Waiver of Legal Notice. Agreement by the tenant that the landlord may institute a lawsuit without notice to the tenant.
- Waiver of Court Proceedings for Eviction. Agreement by the tenant that the landlord may evict the tenant family (i) without instituting a civil court proceeding in which the family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- Waiver of Jury Trial. Authorization to the landlord to waive the tenant's right to a trial by jury.
- Waiver of Right to Appeal Court Decision. Authorization to the landlord to waive the tenant's right to appeal a court decision or waive the tenant's right to sue to prevent a judgment from

being put into effect.

• Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit. Agreement by the tenant to pay lawyer's fees or other legal costs whenever the landlord decides to sue, whether or not the tenant wins.

## Termination of Assistance to Participants

**Termination of assistance.** The recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. Recipients must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. Recipients are not prohibited from resuming assistance to a participant whose assistance has been terminated.

**Due process.** In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- Written notice to the participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Prompt written notice of the final decision to the participant.

## **Nondiscrimination**

The landlord shall not discriminate against the tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, familial status, class, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income.

## **Written Notices**

When this Addendum requires any notice by the tenant or the landlord, the notice must be in writing.

Tenant (Print)	Tenant Signature	Date
Landlord/Property Manager (Print)	Landlord/Property Manager Signature	Date

Name:	Date:		
Goal 1: Save money			
Current Step	Barriers to goal attainment		
□ Step 1: Identify monthly income and expenses	•		
☐ Step 2: Identify areas were spending can be reduced or supplemented	•		
☐ Step 3: Develop realistic monthly budget that includes adding to savings	Solutions •		
☐ Step 4: Set aside an established percentage of income each month into savings	•		
☐ Step 5: Track spending and saving each month	Date to achieve goal:		
Goal 2: Earn GED			
Current Step	Barriers to goal attainment		
☐ Step 1: Research available GED courses	•		
☐ Step 2: Sign up for GED courses			
☐ Step 3: Plan GED courses and studying into schedule	Solutions		
☐ Step 4: Complete coursework, studying, and other required work every week	•		
□ Step 5: Sign up for GED exam	Date to achieve goal:		
Goal 3: Purchase a vehicle	•		
Current Step	Barriers to goal attainment		
☐ Step 1: Identify monthly income and expenses	•		
☐ Step 2: Identify if monthly income can be spent on vehicle costs or if more income is needed	•		
☐ Step 3: Identify potential lenders that can provide a loan for client	Solutions •		
☐ Step 4: Search for vehicles within the specified price range	•		
□ Step 5: Negotiate vehicle loan with vehicle seller	Date to achieve goal:		

## Goal 4: Pay off debts

dual 4.1 ay on uches	
Current Step	Barriers to goal attainment
☐ Step 1: Contact debtors and/or credit agencies for debt balances	•
☐ Step 2: Establish a repayment plan with debtors	
$\square$ Step 3: Identify monthly income and expenses	Solutions
☐ Step 4: Create or modify budget to include monthly reayments	
☐ Step 5: Increase or decrease monthly repayments as needed	Date to achieve goal:
Goal 5: Purchase a vehicle	
Current Step	Barriers to goal attainment
☐ Step 1: Identify monthly income and expenses	
☐ Step 2: Identify if monthly income can be spent on vehicle costs or if more income is needed	•
☐ Step 3: Identify potential lenders that can provide a loan for client	Solutions •
☐ Step 4: Search for vehicles within the specified price range	•
☐ Step 5: Negotiate vehicle loan with vehicle seller	Date to achieve goal:
Other Goals and Needs	
Goal •	Plan •
Goal	Plan
	•
Goal •	Plan •
Goal	
•	•
Goal	Plan