



## 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 17, 2022

**SUBJECT:** **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission HOME ARP Allocation Plan 2021-2022)**

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#### **Description**

Included on the agenda of the February 21, 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 \$50,000 from FY 2021 HOME ARP funding to Champaign County Regional Planning Commission (CCRPC) to create an Allocation Plan for the HOME ARP funding.

#### **Background and Discussion**

The Department of Housing and Urban Development (HUD) allocated \$2,970,773 in HOME funding that will be released once an Allocation Plan is approved. At that time, \$148,538.65 was granted for administrative costs to research and create a plan. A Request for Proposal was issued on December 17, 2021 with a due date of January 28, 2022. Two proposals were received; one from Baker Tilly out of Chicago, IL and one from CCRPC. CCRPC was chosen as they are local, currently involved with the City of Urbana and CCRPC ARP consultation, and provided the lower proposal.

CCRPC will meet monthly with the HOME Consortium team to provide updates on the Allocation Plan and public input process. Once the agreement is approved, will complete an existing data analysis, review the HUD guidelines for allowable programs, reach out to stakeholders and service providers for consultation, and finally create the Allocation Plan.

The HOME ARP Allocation plan must include:

- A summary of the consultation process and results of upfront consultation;
- A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
- A description of HOME-ARP qualifying populations within the jurisdiction;

- An assessment of unmet needs of each qualifying population;
- An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
- A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
- An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation; and
- A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population

Once complete, the plan will be taken to Council for final review and approval prior to submission to HUD.

### **Options**

1. Forward the Resolution to City Council with a recommendation of approval on the consent agenda and authorizing the execution of an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission HOME ARP Allocation Plan FY 2021-2022.
2. Forward the Resolution to City Council with recommendation of approval on the consent agenda 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 budget 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 subrecipient agreement 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 HOME ARP administrative costs. Committing these program funds will help to secure HOME ARP funding.

### **Recommendations**

Staff recommends forwarding the Resolution to the Urbana City Council with a recommendation of approval.

**RESOLUTION NO. \_\_\_\_\_**

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

**(Champaign County Regional Planning Commission  
HOME ARP Allocation Plan 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: preparation and public engagement for the HOME American Rescue Plan Allocation Plan.

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

Section 1. That an Agreement providing a maximum of \$50,000 in HOME ARP Program funds, for the planning and creation of an Allocation Plan outlining programs and projects to be funded with the HOME ARP funds, between the City of Urbana and Champaign County Regional Planning Commission, 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

is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

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Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM**  
**HOME American Rescue Plan Allocation Plan**  
(CCRPC HOME ARP FY 2021/2022)

THIS Subgrantee Agreement for consultation services to create an Allocation Plan for the HOME ARP 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 CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, (hereinafter “**CCRPC**”).

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 ARP Administrative Program funds from HUD to create an Allocation Plan for use with HOME ARP funds to assist 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, CCRPC has submitted a request for proposal to provide planning and consultation services to create the Allocation Plan; and

WHEREAS, CCRPC desires to serve as a consultant for creation of the Allocation Plan within the Cities of Champaign, Urbana, and Champaign County; and

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

WHEREAS, CCRPC has been fully informed regarding all requirements or obligations that must be met by CCRPC in order to utilize HOME ARP Program funds for the creation of the Allocation Plan, 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, CCRPC, having been fully informed regarding the requirements of the HOME ARP Program, is committed to starting the consultation services with the assistance of HOME ARP Program funds on or before February 22, 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 ARP Funds**

The GRANTOR agrees to provide CCRPC an amount not to exceed **\$50,000** from its Federal Fiscal Year 2021-2022 HOME ARP Grant agreement to be used for providing consultation and creation of an Allocation Plan to provide services to households at or below 60 percent of the Area Median Family Income. CCRPC shall use the Funds in accordance with the HOME ARP administrative and planning costs in accordance with the HOME-ARP Implementation Notice in the manner described below:

- (a) CCRPC shall provide the GRANTOR with the existing data analysis to identify gaps and unmet needs in accordance with the HOME ARP Implementation Notice.
- (b) CCRPC shall ensure that stakeholder consultation and public engagement is completed to gather community input in identifying unmet needs in the community.
- (c) CCRPC shall complete the Allocation Plan documents for staff and Council review.

### **Section 2: HOME ARP Allocation Plan Requirements**

#### Project Requirements:

The GRANTOR shall provide HOME ARP administrative funds not to exceed **\$50,000** for eligible costs as described in HOME-ARP Implementation Notice.

The GRANTOR and CCRPC agree that HOME ARP funds provided will be used for only those eligible costs listed in HOME-ARP Implementation Notice. The HOME ARP Allocation plan must include:

- A summary of the consultation process and results of upfront consultation;
- A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
- A description of HOME-ARP qualifying populations within the jurisdiction;
- An assessment of unmet needs of each qualifying population;
- An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
- A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
- An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation; and
- A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population

### Section 3: Other HOME ARP PROGRAM Requirements

#### A. Non-discrimination and Equal Opportunity

CCRPC agrees that there shall be no discrimination against any person who is employed in carrying out the HOME ARP Allocation Plan, 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. CCRPC 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

CCRPC 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. CCRPC agrees that no members of the governing body of the locality in which CCRPC 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”), CCRPC agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of CCRPC 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 HOME-assisted 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 CCRPC, may occupy a HOME-assisted affordable housing unit in a project.

#### C. Air and Water

CCRPC 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 4: Records and Reports**

### **A. Records**

CCRPC authorizes the GRANTOR and HUD to conduct on-site reviews, examine data analysis, stakeholder consultation, public input comments, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCRPC 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). In the event the GRANTOR determines that such records are not being adequately maintained by CCRPC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 4 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. CCRPC 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. CCRPC shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) Written agreements must be retained for five (5) years after date of project completion.
- (b) 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**

CCRPC agrees to submit to the GRANTOR the reports as described in this section. CCRPC 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; and documentation used to request re-imbursement of expenses.

## **Section 5: Enforcing of Agreement**

A default shall consist of any use of HOME ARP Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP 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 ARP Program funds not being provided. Upon due notice to CCRPC 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 CCRPC 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 CCRPC 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 ARP Program funds;
- (d) Reprogram HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CCRPC to reimburse the GRANTOR's HOME ARP Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME ARP 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 CCRPC 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 CCRPC default.

Unless the CCRPC'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 CCRPC'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 CCRPC and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

## **Section 6: Request for Disbursement of Funds**

CCRPC shall not request disbursement of HOME ARP Program funds until HOME ARP Program funds are needed to pay for consultation services. 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 CCRPC 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 "CCRPC, Inc." All monies granted to CCRPC 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 ARP Program activities.

## **Section 7: 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, 2023; 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 consultation services in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the CCRPC's compliance with the terms and conditions of performance outlined in this AGREEMENT.

## **ARTICLE III: CERTIFICATIONS**

CCRPC represents the following with respect to this AGREEMENT.

- A. CCRPC possesses legal authority to receive HOME ARP Program funds from the GRANTOR and to undertake and execute the consultation, public input, and creation of the HOME ARP Allocation Plan, as described herein.
- B. The governing body of CCRPC 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 CCRPC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCRPC, its successors and assigns, agrees to develop the HOME ARP Allocation Plan in accordance with HOME ARP Implementation Plan regulations promulgated at 24 CFR Part 92.
- D. CCRPC 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 HOME ARP Implementation Plan. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. CCRPC shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- E. CCRPC 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 CCRPC receives federal financial assistance.
- F. CCRPC 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.

G. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCRPC, 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, CCRPC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

H. CCRPC 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 development of the HOME ARP Allocation Plan.

K. CCRPC 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. CCRPC 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. CCRPC 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 CCRPC, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this HOME ARP Allocation Plan 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 CCRPC 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.

M. CCRPC shall have full control of the ways and means of performing the services referred to herein. CCRPC 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: Dalitso Sulamoyo, Chief Executive Officer  
CCRPC  
1776 E. Washington St.  
Urbana, IL 61802

#### **ARTICLE V: CONTINGENCIES**

This AGREEMENT, including the provision of funds by the GRANTOR for the development of the HOME ARP Allocation Plan as described herein, is contingent upon the signing of GRANTOR and CCRPC.

#### **ARTICLE VI: ASSIGNMENT**

CCRPC 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 CCRPC, 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 CCRPC 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 CCRPC'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CCRPC to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CCRPC'S records, shall result in the imposition of sanctions as specified in Article I Section 4 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**

CCRPC 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 CCRPC;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by CCRPC;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of CCRPC or any of its contractors, subcontractors, sub-subcontractors, 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 CCRPC by registered or certified mail addressed to CCRPC. Upon receipt of such notice, CCRPC, 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.

**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:**

**CCRPC:**

\_\_\_\_\_  
Diane Wolf Marlin, Mayor

\_\_\_\_\_  
Dalitso Sulamoyo, Chief Executive Officer

\_\_\_\_\_  
Phyllis Clark, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dalitso Sulamoyo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of CCRPC, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public