



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Grants Management Division*

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

**TO:** Diane Wolfe Marlin, Mayor, City of Urbana

**FROM:** John A. Schneider, MPA, Manager, Community Development Services Dept.

**DATE:** August 17, 2017

**SUBJECT:** **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Down Payment Assistance FY 2017-2018)**

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**Update**

Attached is a revised subrecipient agreement dedicating Federal funding to Navicore Solutions for a Down Payment Assistance Program. This Resolution was brought before the Committee of the Whole on August 14, 2017, and was forwarded to the August 21, 2017 City Council meeting with a recommendation for approval. The agreed upon text of the written agreement dedicating HOME funds to Navicore Solutions is attached for approval. Among the changes discussed with Navicore Solutions' legal counsel, the modified text requires Navicore Solutions to offer in-person homebuyer counseling within Champaign County upon request by the client. This requirement can be found on page 2 (Article 1, Section 1, paragraph (b)).

Prepared by:

**Matthew Rejc**  
**Community Development Coordinator**  
**Grants Management Division**

Attachments:

1. An Urbana HOME Consortium Subrecipient Agreement (Navicore FY 2017-2018)

**URBANA HOME CONSORTIUM**  
**SUBRECIPIENT AGREEMENT**

(Down Payment Assistance FY 2017-2018)

THIS Subrecipient Agreement for a Down Payment Assistance Program, hereafter referred to as the “**AGREEMENT**”, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and Garden State Consumer Credit Counseling, Inc. dba Navicore Solutions, an Illinois Not-For-Profit Organization (hereinafter the “**SUBRECIPIENT**”).

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 unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2015-2019 (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, the GRANTOR, as the administrator of a HOME Program, has authority under the provisions of the HOME Program to provide financial assistance for the development of an affordable homeownership program; and

WHEREAS, the SUBRECIPIENT has requested Urbana HOME Consortium funding to provide Down Payment Assistance to low-income home buyers (hereinafter the “**DPA PROGRAM**”); and

WHEREAS, the Consolidated Plan promotes expansion of homeownership opportunities and recommends that the Urbana HOME Consortium expand homeownership opportunities for low-income households; and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the DPA PROGRAM within the Cities of Champaign and Urbana and the unincorporated area of Champaign County; and

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

WHEREAS, the SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met by the SUBRECIPIENT in order to utilize HOME Program funds for the DPA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 80 percent of the median family income, in accordance with 24 CFR Part 92, Section 205; and

WHEREAS, the SUBRECIPIENT, having been fully informed regarding the requirements of the HOME Program, is committed to starting the DPA PROGRAM with the assistance of HOME Program funds on or before October 1, 2017.

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 the SUBRECIPIENT an amount not to exceed **\$150,000** from its Federal Fiscal Year 2014-2015 and 2015-2014 HOME Program funding to be used for providing Down Payment Assistance to households at or below 80 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis using the Section 8 (Part V) method as part of the DPA PROGRAM. In addition, the SUBRECIPIENT may request an amount not to exceed **\$27,671.50** for eligible project delivery costs as described in 24 CFR 92.207. The SUBRECIPIENT shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the DPA PROGRAM in the manner described below:

- (a) The SUBRECIPIENT shall ensure that the projected annual income of clients served through the DPA PROGRAM is no greater than 80 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development on an annual basis. SUBRECIPIENT may use the CPD Income Eligibility Calculator to calculate incomes using the Section 8 (Part V) method, which is available online at: <https://www.hudexchange.info/incomecalculator/>
- (b) The SUBRECIPIENT shall provide homebuyer counseling to prospective homebuyers, which must be completed prior to referral of the clients to financial institutions. In-person homebuyer counseling, to be provided within Champaign County in a manner acceptable to the GRANTOR, must be made available to clients upon request by the client.
- (c) The SUBRECIPIENT shall refer clients who meet the income criteria listed in paragraph (a) and have completed the homebuyer counseling in paragraph (b) to financial institutions that have demonstrated an interest in participating in the DPA PROGRAM.
- (d) The SUBRECIPIENT shall ensure that the property which a client wishes to purchase with down payment assistance through the DPA PROGRAM is either a single family property, a single unit in a two-to-four unit property, a condominium unit, or an eligible manufactured home that is located on land that is owned by the manufactured housing unit owner, or on land for which the manufactured housing unit owner has a lease for a period at least equal to the applicable period of affordability, and the manufactured

housing has a permanent foundation that complies with 24 CFR 203.43(f)(c)(i) and is connected to permanent utility hook-ups.

- (e) The SUBRECIPIENT shall work with the GRANTOR to ensure that each unit is inspected to verify that it meets the standards described according to the guidelines in 24 CFR 92.251.
- (f) The SUBRECIPIENT shall notify the GRANTOR at least 20 days in advance of a closing in which a client is expected to receive funding from the DPA PROGRAM. The GRANTOR will produce a check for the client in question and deliver it to the closing. The affordability period and resale restrictions shall be established in compliance with the Urbana HOME Consortium Homebuyer Program Policies and Procedures.
- (g) The SUBRECIPIENT shall incorporate the sample documents for the DPA PROGRAM attached hereto as "Attachment 2" and by reference made a part hereof.
  - a. The Home Buyer Mortgage Analysis spreadsheet shall be used to determine the amount of assistance that each approved and qualified client will receive through the program. For each buyer, the amount of assistance shall be greater than \$1,000 but shall not exceed \$14,999. Clients who are shown by the Home Buyer Mortgage Analysis spreadsheet to be eligible for less than \$1,000 or greater than \$14,999 through the DPA PROGRAM are ineligible for assistance
  - b. The Homebuyer Program Agreement must be executed between the City of Urbana and the client prior to the transfer of property to the client
  - c. The Mortgage and Promissory Note must be executed between the City of Urbana and the client prior to the transfer of property to the client
  - d. The City of Urbana will record the Homebuyer Program Agreement, Mortgage, and Promissory Notes against the property transferred to the client following closing
  - e. The Affidavit of Occupancy and Voluntary Letter must be signed by the seller and provided to the GRANTOR prior to closing and the creation of a loan through the DPA PROGRAM to demonstrate compliance with the Uniform Relocation Act

## **Section 2: Affordability**

The SUBRECIPIENT shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR Part 92, as applicable. The SUBRECIPIENT 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. The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the DPA PROGRAM shall adhere to these limits.

The maximum purchase price shall not exceed **\$223,725 for newly constructed homes or \$142,975 for existing homes**, both of which represent 95% of the median purchase price for the metropolitan area as defined by the Single Family Mortgage Limits under Section 203(b) of the National Housing Act.

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

### **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 92.206(c) in addition to **\$27,671.50** for eligible project delivery costs as described in 24 CFR 92.207.

The GRANTOR and SUBRECIPIENT agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.206, including: home purchase assistance and related allowable expenses. Project-related soft costs as defined at 24 CFR 92.207 are also eligible, and as such will be reimbursed by the GRANTOR upon demonstration of acceptable documentation.

SUBRECIPIENT agrees to adhere to the client pre-qualification standards outlined in the “Urbana HOME Consortium Homebuyer Program Policies and Procedures” in “Attachment 1”. For all buyers who receive a direct HOME subsidy under the DPA PROGRAM, the recapture option, as detailed in “Attachment 1” will be used. All clients served must meet the income guidelines at or below 80 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year, and all clients must agree to maintain any home purchased through the DPA PROGRAM as their principal residence. 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 – Urbana HOME Consortium Homebuyer Program Policies and Procedures**

**Attachment 2 - Home Buyer Mortgage Analysis Spreadsheet, Homebuyer Agreement, Mortgage, Promissory Note**

**Attachment 3 – Budget**

**Attachment 4 - Statement of Special Conditions and Compliance with Uniform Administrative Requirements**

**Attachment 5 - Standard Form-LLL, Disclosure Form to Report Lobbying**

### **Section 4: Housing Unit Standards**

SUBRECIPIENT agrees that all housing subsidized with HOME Funds shall meet the standards described according to the guidelines in 24 CFR 92.251(a)(2). The GRANTOR or other members of the Urbana HOME Consortium must inspect the property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. The property must be free from any defects that pose a danger to the health and safety of occupants before occupancy, and must meet local codes and ordinances at project completion. The property must be free from any defects that pose a danger to the health and safety of occupants before occupancy, and must meet all applicable State and local housing quality standards and code

requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

## **Section 5: Other DPA PROGRAM Requirements**

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

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the DPA 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. SUPRECIPIENT 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**

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

### **C. Air and Water**

SUBRECIPIENT 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 24 CFR Part 58, as amended. SUBRECIPIENT shall submit the location of the property to be purchased using assistance from the DPA PROGRAM at least 20 days prior to closing. SUBRECIPIENT agrees that use of assistance through the DPA PROGRAM is dependent upon environmental approval from the GRANTOR, which must be obtained prior to closing, otherwise funding will not be provided from the GRANTOR.

## **Section 6: Records and Reports**

### **A. Records**

SUBRECIPIENT authorizes the GRANTOR and HUD to conduct on-site reviews, examine buyer income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. Records to be retained include, but are not limited to: initial income verification and source documentation, down payment and other assistance calculation worksheets, commitment letters, and documentation used to request reimbursement of expenses. SUBRECIPIENT 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 SUBRECIPIENT, 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. SUBRECIPIENT 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. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Down Payment 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**

SUBRECIPIENT agrees to submit to the GRANTOR the reports as described in this section. SUBRECIPIENT 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. Records to be retained include, but are not limited to: quarterly reports as described in this section; receipts and invoices for materials, supplies, and services; documentation used to request re-imburement of expenses, and documentation of household income eligibility.

**Quarterly Reports:** SUBRECIPIENT must submit quarterly reports no more than one month after the end of each quarter. The following table lists the end of the quarter and the corresponding quarterly report due date:

Quarter	Period	Quarterly Report Due Date
1 <sup>st</sup>	July 1 – September 30	October 31
2 <sup>nd</sup>	October 1 – December 31	January 31
3 <sup>rd</sup>	January 1 – March 31	April 30
4 <sup>th</sup>	April 1 – June 30	July 31

**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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT default.

Unless the SUBRECIPIENT'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 SUBRECIPIENT'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 SUBRECIPIENT 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**

SUBRECIPIENT shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the DPA 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 SUBRECIPIENT 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 "\_\_\_\_\_". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended by **July 31, 2020**. In the event that all funds are not disbursed, the remaining balance shall be retained by the GRANTOR to be reprogrammed for other eligible HOME Program activities. SUBRECIPIENT agrees that any program income proceeds will be returned to the GRANTOR.

### **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 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 DPA 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 SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

### **ARTICLE III: CERTIFICATIONS**

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the DPA PROGRAM as described herein.
- B. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the DPA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- C. SUBRECIPIENT agrees to give maximum feasible priority to very low-income persons when administering the DPA PROGRAM described herein.
- D. SUBRECIPIENT 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 DPA PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. SUBRECIPIENT shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT. SUBRECIPIENT will also comply with federal regulations stated at 2 CFR 200, as specified in greater detail in "Attachment 4."
- E. SUBRECIPIENT 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 SUBRECIPIENT receives federal financial assistance.
- F. SUBRECIPIENT 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 SUBRECIPIENT, 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, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 5" and in accordance with the corresponding instructions.

- H. SUBRECIPIENT 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.
- I. SUBRECIPIENT 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. SUBRECIPIENT shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- J. SUBRECIPIENT 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 SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this DPA 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 SUBRECIPIENT 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.
- K. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.
- L. SUBRECIPIENT shall not charge clients fees related to loan origination, processing, inspection, servicing, or any other service performed. Low-income families may be charged a nominal application fee and a fee for homebuyer counseling.

#### **ARTICLE IV: NOTICES**

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

TO THE GRANTOR:           Manager  
                                  Grants Management Division  
                                  400 South Vine Street  
                                  Urbana, Illinois 61801

TO SUBRECIPIENT:       \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

**ARTICLE V: CONTINGENCIES**

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

**ARTICLE VI: ASSIGNMENT**

SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT's performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the

SUBRECIPIENT'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**

SUBRECIPIENT 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 SUBRECIPIENT;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT; or

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 SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, 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.

*[Remainder of page intentionally left blank]*



RESOLUTION NO. 2017-08-053R

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

**(Down Payment Assistance FY 2017-2018)**

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 2015-2019 Consolidated Plan*.

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

Section 1. That the Urbana City Council hereby approves the attached subrecipient agreement in substantially the same form as attached hereto.

Section 2. 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 Garden State Consumer Credit Counseling, Inc. dba Navicore Solutions, 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 3. 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:

\_\_\_\_\_  
**Charles A. Smyth, City Clerk**

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

\_\_\_\_\_  
**Diane Wolfe Marlin, Mayor**