

RESOLUTION NO. 2023-11-089R

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT
AGREEMENT – SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES –
CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE**

WHEREAS, the City of Urbana (the “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 Illinois Department of Human Services (“IDHS”) has awarded the City the Supporting Municipalities for Asylum Seeker Services grant (“Grant”) in the amount of \$247,917.50 to reimburse the City for subgrants to non-profit agencies that provide direct services to asylum seekers; and

WHEREAS, the City has accepted the Grant on the terms and conditions provided by IDHS as described in the exhibit appended hereto and made a part hereof; and

WHEREAS, Cunningham Township Supervisor’s Office has heretofore expressed their intent to provide services to eligible Asylum Seekers as a subgrantee of the City utilizing IDHS funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$61,200 in IDHS funds to the Cunningham Township Supervisor’s Office so as to provide services to eligible Asylum Seekers in substantially the same form 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 undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

PASSED BY THE CITY COUNCIL this 13th day of November, 2023.

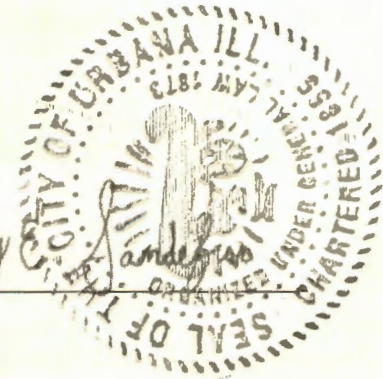
AYES: Wu, Evans, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None

ABSTAINED: None

Darcy J. Anderson

City Clerk



APPROVED BY THE MAYOR this 20th day of November, 2023.

Diane Wolfe Marlin

Diane Wolfe Marlin, Mayor

CITY OF URBANA
SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES (SMASS)
GRANT AGREEMENT

Fiscal Year 2023 – 2024

Grantee Name: Cunningham Township Supervisor’s Office
Grantee Address: 205 W. Green Street, Urbana, IL 61801

This Supporting Municipalities for Asylum Seeker Services (“SMASS”) Grant Agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois unit of local government (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of the Agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$61,200 for use in providing services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the City under the laws of the State of Illinois and in accordance with the terms, conditions, and provisions of the Grant Agreement.
2. **Scope of Work.** The Work Plan and Budget (Attachments A and B) serve as the “Scope of Work” for the SMASS grant. The Grantee must work with the City to complete the work, expend funding, and meet performance metrics. The Grantee must communicate to the City any changes that may emerge and obtain approval from the City for such changes, such as change in the Work Plan, the expenditure of funds, or key personnel responsible for administering any aspect of the SMASS program.
3. **Budget Revisions.** Revisions to the approved Budget greater than 10% per any line item, and in the aggregate, are not allowed without prior approval by the City.
4. **Grant Period.** The grant is effective when the SMASS FY 2023-2024 Grant Agreement is signed by both the Grantee and the City, and will cover July 1, 2023 to June 30, 2024. The Grantee may incur eligible grant-related costs for this time period. Funding not expended by the conclusion of the funding period must be returned to the City.
5. **Use of Funds.** Funds are to be expended only for services and goods described in the attached Work Plan and Budget. All expenditures must be directed towards Eligible Services for Eligible Asylum Seekers, and conform with the terms and conditions in Attachment A. For purposes of this program, Asylum Seeker is defined as “an individual who crossed the Mexico/U.S. border on or after August 1, 2022, with the intent to stay permanently, and who does not possess any permanent or interim U.S. legal status (which does not include being in parole status), such as legal permanent residency, a student or work visa, etc.”

The Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

6. **Notification.** The Grantee shall immediately notify the City of changes that impact the timely completion of activities supported under this grant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
7. **Reporting Requirements.** Grantees are required to submit a monthly Progress Report to the City describing progress on grant funded activities and a monthly Budget Expenditures Report, including receipts for purchases totaling \$1,000 or more, by the 1st of the following month, until the conclusion of the grant period. Grantees shall familiarize themselves with the monthly reporting forms, and keep careful ledgers and other records of all costs related to this grant.

For each expense, Grantees must provide evidence of:

- The nature of the good or service and cost;
- the date(s) it was acquired or performed;
- the provider of the good or service (employees or vendors); and
- proof of payment.

If the Grantee is requesting reimbursement for eligible program expenses that were incurred during the grant period, but prior to the execution of the Agreement, the Grantee must submit one Report to the City describing the activities and a one Budget Expenditure Report, including receipts for purchases totaling \$1,000 or more, by the 1st of December, 2023. The City will reimburse the Grantee for eligible costs incurred during this period provided that the Grantee can demonstrate all expenditures as being properly associated with the type of expenditures eligible for reimbursement under the program.

8. **Payment Procedure.** The City will reimburse grantees on a monthly basis for the total amount approved for the prior month following receipt, review, and approval of the monthly Progress Report and Budget Report. The Progress Report and Budget Report must be submitted monthly to the City of Urbana and City of Champaign via email to:

City of Champaign

Janel Gomez

Community Relations Manager & Compliance Officer

janel.gomez@champaignil.gov

City of Urbana

Breaden Belcher

Grants Division Manager
bjbelcher@urbanillinois.us

9. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.
10. **Termination.** Grantee acknowledges that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. If the Grantee fails or neglects to comply with any provision of this Agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The City will not be obligated to make any reimbursements for expenditures made after the City issues that 30-day notice. The Grantee's obligation to make full and final payment of all amounts due under this Agreement will survive the termination of this Agreement until fulfilled.
11. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Agreement.
12. **Third party beneficiaries.** The Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.
13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this Agreement to another person or entity without the City's express written consent.
14. **Entire agreement; amendments in writing.** The Agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this Agreement, and may not be amended except by a writing signed by both parties.
15. **Notices.** The parties shall give all notices required or permitted by the Agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or

UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee:

Danielle Chynoweth, Supervisor
Cunningham Township
205 W Green St
Urbana, IL 61801
danielle@ctso.org

City of Urbana

Breaden Belcher, Grants Division Manager
City of Urbana
400 S Vine St
Urbana, IL 61801
bjbelcher@urbanaininois.us

16. **Waiver.** Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this Agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this Agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this Agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2023

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2023

By: _____
Name
Secretary

Date: _____, 2023

By: _____
City Clerk

Date: _____, 2023

ATTACHMENT A
Work Plan

Notes	
1. SBA = Southern Border Arrivals (another term for asylum seekers)	
2. If not possible or relevant, goals do not have to be identified for each of the below-identified metrics. However, we want to learn how most of these metrics are advancing during the course of the SMASS grant, and are thus hoping you can track metrics	
	Project Goals FY24
Housing	
TRC to provide emergency shelter assistance via hotel rooms. NAWC to provide emergency shelter assistance. CTSO to provide shelter assistance as transitional housing support.	
a) # of SBAs served in shelters	
# of single adults	
# of families	
b) # of shelter days provided	
Average # shelter days provided per SBA	
TRC, NAWC to provide rental assistance. CTSO to provide housing and homeless case management.	
a) # of SBA households enrolled in housing case management	
b) # of SBA families placed in housing with or without rental assistance	
# of SBA individuals placed in housing with or without rental assistance	
# of SBA households placed in housing with rental assistance	
# of months for which rental assistance is being committed per household	
Food	
Cunningham Township providing food delivery program and also garden plots?	
a) # of SBAs provided with food assistance	
b) # of meals provided	
Wraparound Services	
TRC and NAWC providing comprehensive case mgmt services including housing and legal services; CTSO will be providing referrals to health care providers as well as a portion of case management costs for those working directly with asylum referrals.	
a) # of SBAs provided with case management intake and services	
b) # of SBA households securely reunited with personal connections	
Linkages with services	
# of SBA enrolled in state benefit programs	
# of SBA children enrolled in schools	
# of SBA adults enrolled in English or other educational programs	
# of SBAs who have secured employment	
c) Other services	
Legal Assistance	
NAWC will support the increased legal staff capacity needed to provide legal screenings and legal case management to asylum seekers. CTSO will contract immigration legal assistance, provide subsidies towards the cost of a citizenship/naturalization or asylum application based on the cost of \$1000/application (\$3000), and distribute \$2000 in transportation funds for asylum seekers to support immigration status adjustment.	
a) # of SBAs provided with legal services	
b) # of legal workshops provided	
c) # of applications submitted:	
for asylum	
for TPS	
for other legal remedies	
for employment authorization	
Health & Wellness	
Not providing direct health services	
a) # of SBAs provided with health care services (including dental or vision)	
b) # of SBAs receiving behavioral and/or mental health services	

ATTACHMENT B
Budget

Cunningham Township					
Budget line items	Shelter/ Housing	Food	Wrap-around Services	Legal Supports	Total
Personnel					
Fringe benefits					
Travel				\$2,000.00	
Equipment					
Supplies		\$12,500.00		\$3,000.00	
Contractual service/sub awards				\$7,000.00	
Consultant					
Construction					
Occupancy (rent and utilities)	\$20,200.00	\$2,000.00			
Telecommunications					
Training and Education	\$2,500.00				
Other - List specific item and explain why they are needed in the budget narrative			\$12,000.00		
TOTAL	\$22,700.00	\$14,500.00	\$12,000.00	\$12,000.00	\$61,200.00