

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY, INC. FOR HOUSING
PROGRAM ASSISTANCE**

This Agreement is entered as of November 15, 2022, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and Habitat for Humanity of Champaign County, Inc. (“Habitat”), with an address of 1914 Glenn Park Drive, Champaign, IL 61821; collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to make necessary investments in housing assistance for households or populations facing negative economic impacts from the COVID-19 pandemic, including affordable long-term housing security; and

WHEREAS, Habitat is a not-for-profit corporation that helps limited income families secure decent and affordable shelter through low construction costs, zero percent financing, and homeowner education in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance toward completion costs of building four houses, hereby named “Housing Program.”

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for undertaking the Housing Program through the following understanding:
 - a. **Housing Program:** Habitat will conduct activities between October 20, 2022 and December 31, 2024 directly related to costs of four house builds in Champaign County for eligible homeowners; with proposed program details and budget included in Attachment 1.
 - b. **Funding:** The County will transfer ARPA funds to Habitat in an amount up to \$120,000 in support of this assistance beginning in County fiscal year 2022, according to the projected budget in Attachment 1. The transfer of funds shall be provided to Habitat in a minimum of two installments, based on invoice(s) for housing build activities. A Risk Assessment Form, copy of the invoicing and documentation for housing build activities, and Reporting Form shall be submitted by Habitat to the County prior to the first payment; followed by invoice,

documentation, and Reporting Form for the second payment and any remaining payments. The County shall provide the Risk Assessment Form and Reporting templates to Habitat.

2. Roles and Responsibilities of Habitat.

a. Oversight

- i. Habitat agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review the Housing Program in progress.
- ii. Habitat will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. Habitat will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information may include, but is not limited to: program details and purpose, program timeline and status, program impact, expenditure information and status, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, program response to public health or negative impact due to the pandemic, number of clients/households served, status of other funding sources, Davis Bacon and Labor Reporting for capital expenditures over \$10 million. Reporting requirements will be specified by the County.
- iv. Habitat will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Habitat and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Habitat understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. Habitat will comply with all applicable statutes, ordinances, and regulations. Habitat will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law,

Habitat will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. Habitat will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

b. Housing Program

- i. Services: Habitat shall conduct activities toward operation of Housing Program under the following requirements:
 - 1. Habitat shall incur Housing Program costs between October 7, 2022 and December 31, 2024, with reimbursement request(s) submitted to the County by June 30, 2026. Any costs incurred after December 31, 2024 are not eligible for ARPA Funds reimbursement.
 - 2. Habitat shall incur program costs in accordance with this Agreement and the proposed Housing Program details provided in Attachment 1.

3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA funds to Habitat in an amount up to \$120,000, available beginning in County fiscal year 2022.
 - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
 - c. The County is not responsible in any way for the operations of Habitat.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, Habitat shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Habitat does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Habitat will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate

or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. **Indemnity.** Habitat agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Habitat, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

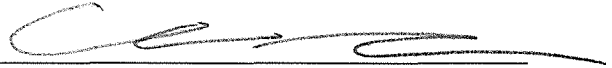
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**HABITAT FOR HUMANITY OF
CHAMPAIGN COUNTY, INC.**



Darlene A. Kloepfel, County Executive



Chad Hoffman, Executive Director

**Habitat for Humanity of
Champaign County**

Memo

To: Champaign County Board
From: Chad Hoffman, Executive Director
Date: 8/18/22
Re: Request for Funding

Background:

- Habitat for Humanity of Champaign County and the families we serve were greatly impacted by COVID.
- Habitat continues to serve low income families in Champaign County through housing.
- In addition to building housing, we counsel potential and current homebuyers for free throughout the entire county.
- Habitat has also started a pilot ramp program that we hope to expand next year.
- Material costs have skyrocketed as have delays and material availability.

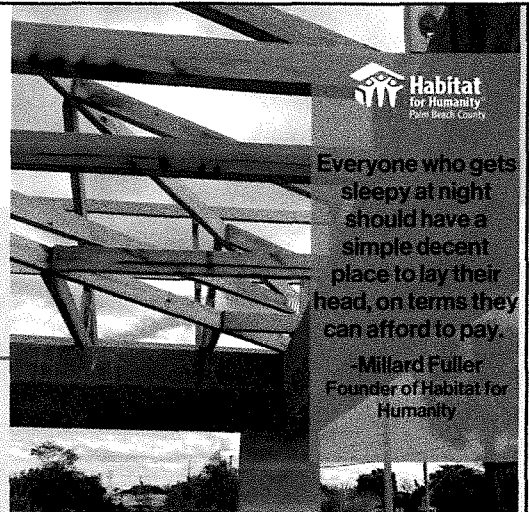
Request:

- Due to increased material costs, reduced labor availability, and delays in materials, building housing continues to be significantly more expensive.
- \$30,000 per house is the increase that Habitat has seen as a result of COVID related issues, and we plan to build/complete four houses by the end of 2023.
- To offset these COVID related increases and impacts, we would like to request \$120,000 to cover unexpected costs for our next four houses.

IMPORTANCE OF SHELTER

CHAD HOFFMAN – EXECUTIVE DIRECTOR
 HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY

WE ARE IN THE MIDDLE OF A HOUSING CRISIS. AFFORDABLE HOMEOWNERSHIP HELPS CREATE THE CONDITIONS THAT FREE FAMILIES FROM INSTABILITY, STRESS AND FEAR. DECENT, AFFORDABLE SHELTER PROVIDES FAMILIES WITH A PLACE TO GATHER AND GROW.



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WHAT DOES HABITAT ACTUALLY DO?

- Build and sell decent, quality, affordable houses to families at a zero percent interest rate. 125 homes built and sold in the last 30 years
- Select families based on their level of need, willingness to partner with Habitat, and ability to repay a mortgage.
- Provide home maintenance, budgeting, and financial education classes free of charge to anyone in our community. Over 100 families each year receive counseling.
- Make used household goods, appliances, electronics, and home improvement items available at convenient prices.
- Work with volunteers and donors from a broad range of groups: social, business, academia, trades, religious, and local government.

In addition to building new homes, Habitat for Humanity also...



Repairs and renovates existing housing



Leads holistic neighborhood revitalization efforts



Advocates for fair and just housing policies



Helps communities clean up and rebuild after natural disasters



Accepts and re-sells donated household materials through our ReStores



Provides microloans for home improvement in many international locations

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COVID IMPACT AT HABITAT

- ReStore required to close as a non-essential business
- Habitat homeowners typically work entry-level jobs, and many of them were the first impacted by layoffs and reduced work hours, making it challenging for homeowners to pay mortgages during the pandemic
- Housing builds with volunteers were paused for safety concerns
- Construction materials greatly delayed, unavailable, and prices skyrocketed

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REQUEST FOR FUNDING

- Increased cost of materials has continued for Habitat due to inflation/COVID impact on building supplies
- Habitat builds four to five houses each year
- Increased cost per house is \$30,000 per year
- For our next four house builds, we are requesting support of \$120,000 to help us complete the builds for homeowners
- All homeowners will be 60% AMI or below.

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