

ORDINANCE NO. 2003-09-099

AN ORDINANCE APPROVING A CITY OF URBANA AND CUNNINGHAM TOWNSHIP  
CONSOLIDATED SOCIAL SERVICE FUNDING PROGRAM  
PUBLIC SERVICE AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

(Don Moyers Boys and Girls Club Lakeside Terrace Club  
Project No. 0304-05)

WHEREAS, on May 2, 2003, the Urbana City Council passed  
Resolution No. 2003-04-006 approving the City of Urbana and Urbana HOME  
Consortium Annual Action Plan for Program Year 2003-2004 authorizing  
certain activities under the Public Service Activity Program.

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

Section 1. That an Agreement providing \$18,500 in Community  
Development Block Grant funds, for youth programming at the Lakeside  
Terrace Don Moyers Boys and Girls Club facility in the form of the copy  
of said Agreement attached hereto and herby 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:

ABSTAINS:

\_\_\_\_\_

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Tod Satterthwaite, Mayor

SUBRECIPIENT NAME  
DON MOYER BOYS & GIRLS CLUB  
LAKESIDE TERRACE CLUB  
PROJECT NO. 0304-05

CITY OF URBANA AND CUNNINGHAM TOWNSHIP  
CONSOLIDATED SOCIAL SERVICE FUNDING PROGRAM  
PUBLIC SERVICE AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and Don Moyer Boys & Girls Club, an Illinois Not-For-Profit Organization (hereinafter referred to as "Subgrantee").

WITNESSETH:

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant funds during the period beginning July 1, 2003 and ending June 30, 2004, pursuant to the Community Development Block Grant Program (hereinafter referred to as the "CDBG Program"); and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2003 and ending June 30, 2004, which allocates a CDBG Program budget and authorizes establishment of eligible public service activities to be sponsored by non-profit agencies in the area; and,

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subgrantee for purposes of administering such activities; and,

WHEREAS, the City, as a condition of its assistance to the Subgrantee, requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subrecipient Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY2003-2004 CDBG Program funds to the Subgrantee for the purpose of administering an educational and recreational program at Lakeside Terrace for low-income area children.
3. The City agrees to make a grant to the Subgrantee in the sum of \$18,500 (Eighteen Thousand Five Hundred and 00/100 Dollars), and the Subgrantee agrees to abide by the CDBG

Program and to use said funds for the purpose of carrying out Subgrantee Project No. 0304-05.

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG Program funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement.
7. Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
8. Subgrantee shall complete Attachment B, Assurances, of this Subrecipient Agreement, and submit said document to the City as a condition of final execution of this Subrecipient Agreement.
9. Subgrantee shall complete Attachment C, Statement of Special Conditions, and submit said document to the City as a condition of final execution of this Subrecipient Agreement.
10. Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local government which may in any manner effect the performance of this Subrecipient Agreement, and Subgrantee shall be liable to perform all acts to the City in the same manner the City performs these functions to the Federal government.
11. Subgrantee represents to the City that the aforesaid project shall begin on July 1, 2003, and shall terminate on June 30, 2004, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. Subgrantee understands and agrees that should all allocated funding not be expended or under contract by the end of the City's fiscal year (June 30, 2004), such funding is subject to recapture and reallocation.
13. Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to this Subrecipient

Agreement, either in whole or in part, or any interest therein, which shall be due or become due to the Subgrantee, shall be of no force and effect.

14. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
15. This Subrecipient Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
16. This Subrecipient Agreement neither obligates nor precludes Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
17. Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against 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 or officers or independent contractors or subcontractors or agents of Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City 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 Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
18. It is mutually understood and agreed that Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
19. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
  - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Subrecipient Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.

- B. This conflict of interest provision shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
  - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the city and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
20. Upon execution of this Agreement, including the required submission of all required attachments, the City and Subgrantee shall adhere to the following.
- A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement.
  - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals.
  - C. Financial records and payments shall comply with all Federal regulations.
  - D. Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
  - E. Subgrantee agrees to retain all records pertinent to expenditures incurred under this Subrecipient Agreement for a period of three (3) years after the termination of all activities funded under this Subrecipient Agreement.
  - F. Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service(s) provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
21. Subgrantee understands and agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a Member of a State Legislature, an Official of a Municipal Government, an officer or employee of Congress, an officer or employee of a State Legislature, an officer or employee of a Municipal Government, or an employee of a Member of Congress, and employee of a Member of a State Legislature, an employee of an Official of a Municipal

Government in connection with the awarding of any contract, the making of any contract, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 any of the abovelisted in connection with this Federal contract, grant, loan, or cooperative agreement, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of this Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG Program, in addition to other remedies as provided by law.

Subgrantee agrees that if the City determines that Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies Subgrantee by written notice of said violations and Subgrantee does not correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice.

23. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
24. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Karen Rasmussen  
Grants Coordinator II  
Grants Management Division  
400 South Vine Street  
Urbana, Illinois 61801

TO THE SUBGRANTEE: Andre Arrington  
Executive Director  
Don Moyer Boys & Girls Club  
201 East Park Street  
Champaign, Illinois 61820

24. This Subrecipient Agreement shall be effective as of the date executed by the City.

CITY

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SUBGRANTEE

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_



ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, 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.

Subgrantee further agrees to the following:

- (1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
- (2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
- (3) It will 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 City or HUD;
- (4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
- (5) In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT B  
ASSURANCES

Subgrantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Subrecipient Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee to act in connection with the Subrecipient Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to extremely low- and very low-income families when administering the Subgrantee program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this Federally assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), 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 the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
  - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
  - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
  - D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
8. It will 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.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any persons for influencing or attempting to influence an officer or employee of any agency including the city, 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 federally 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 City, 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, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

10. It will 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 grant.

These assurances are signed with regard to Subgrantee Project No. 0304-05 of the Urbana CDBG Program.

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Subgrantee Chief Executive Officer

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Attest

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Date

ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 0304-05 pursuant to this Subrecipient Agreement.

The following conditions, in addition to those established in this Agreement itself, and other attachments thereto, and federal, state, county and local laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 0304-05.

1. This Subrecipient Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2003 - June 30, 2004.

SCOPE OF SERVICE

Subgrantee shall provide daily after-school and summer program activities for area youth, including, but not limited to: academic support; prevention education; physical fitness; citizenship/leadership training; cultural awareness/arts; and social recreational experiences. Participants will begin each day by completing homework or other academic enrichment activities, followed by a range of other program options designed to build senses of belonging, competence, usefulness and influence.

2. Subgrantee shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.

LINE ITEM AND DOCUMENTATION

Salary for Unit Director

Salary for Teen Coordinator

At the first request for reimbursement, Subgrantee shall provide a job description for the above positions. At every request for reimbursement, signed time sheets or other documentation of the hours worked by the above positions at the Lakeside Terrace facility shall be submitted. Documentation of the numbers of children served for each quarter and the numbers of sessions attended by each child, as well as verification of family income, shall be submitted with each request for reimbursement.

3. Subgrantee certifies that activities carried out with funds provided under this Subrecipient Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR part 570.208. Therefore Subgrantee understands and agrees that activities funded under this Subrecipient Agreement shall benefit families/individuals within the following income guidelines.

<u>Family Size</u>	<u>Income Not To Exceed</u>
1	\$20,850
2	\$23,805
3	\$26,800
4	\$29,800
5	\$32,200
6	\$34,550
7	\$36,950
8	\$39,350

Income limits are subject to periodic revision by HUD.

4. In addition to the normal administrative services required as part of this Subrecipient Agreement, Subgrantee agrees to provide the following levels of program service.

Total Number of Persons to be Served: 50 unduplicated children

Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Subrecipient Agreement shall not exceed \$18,500. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to Subgrantee as reimbursement of expenses related to the administration of the described program as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing. In the case of personnel salaries, acceptable billing shall include time sheets, payroll check copies, or such documentation of staff time as agreed upon by both parties. In the case of operational expenses, acceptable billing shall include paid receipts and copies of cancelled checks for such payments.

Subgrantee shall provide documentation of the income-eligibility of individuals receiving assistance under this program, and the number of sessions attended by each (if applicable).

6. Subgrantee agrees that funds received from the City pursuant to this Subrecipient Agreement shall be used to cover program costs. Subgrantee shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Subrecipient Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Subrecipient Agreement expires, or received after the Subrecipient Agreement's expiration, shall be returned to the City.

7. Subgrantee agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Reports are due December 31<sup>st</sup> and June 30<sup>th</sup>. Final billing requests shall not be processed for payment until a final Progress Report (June 30<sup>th</sup>).
8. Subgrantee agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122 and to separately and accurately identify use of CDBG Program funds pursuant to this Subrecipient Agreement.
9. Records maintained by Subgrantee pursuant to this Subrecipient Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: \_\_\_\_\_

Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_