



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Urbana City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Breaden Belcher, Community Development Specialist

DATE: June 3, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH ASSESSMENT CENTER**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – HOUSING AUTHORITY OF CHAMPAIGN COUNTY – YOUTH BUILD

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – STEAM GENIUS DBA HIP HOP XPRESS – HIP HOP XPRESS

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT HV NEIGHBORHOOD TRANSFORMATION – NEIGHBORHOOD VOICES

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – EAST CENTRAL ILLINOIS REFUGEE MUTUAL ASSISTANCE CENTER – NEWCOMER IMMIGRANT STUDENT SUPPORT

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS – COMMUNITY STUDY CENTER

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS – URBANA YOUTH DEVELOPMENT PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – SPLASH AFTERSCHOOL PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – THE WELL EXPERIENCE – FAMILY CARE PROGRAM

Introduction

This memorandum provides funding recommendations to the Urbana City Council for social services agencies that have applied to the Youth Services Grant Program. Staff recommends funding eight agencies to support nine programs in FY 2022-2023. Each program that staff recommends for funding has demonstrated a commitment and ability to serve Urbana youth from low-income families with the goal of having a lasting impact in the community. Recommended funding allocations can be found in Attachment I, and details regarding each program can be found in Attachment II.

Background

The Youth Services Grant utilizes funding from two sources, City of Urbana general funds, and Community Development Block Grant (CDBG) funds. The total funding available in FY 2022-2023 is \$100,000. Through the Youth Services Grant Program, the City of Urbana seeks to fund local agencies that support the health, wellness, and opportunity for Urbana youth from early childhood (Kindergarten, Pre-K) through 22 years of age.

Staff solicited applications by sharing information through the media, as well as countywide social service groups such as the Champaign County Continuum of Service Providers to the Homeless, and the Human Services Council. Staff also posted information regarding the program and application process to the City's website and social media accounts.

Applications opened on March 7, 2022, and closed on April 8, 2022. Staff held a technical assistance session on March 11, 2022 to provide additional information to potential applicants and to answer questions about the program. The presentation materials as well as an FAQ document were available to grantees on the City's website.

City staff received applications from nine agencies to fund 11 programs. On April 19, 2022, staff convened a committee to review and score the applications. The Committee consisted of Councilmember Maryalice Wu, Community Engagement Coordinator Lemond Peppers, Sheila Dodd, and Breaden Belcher.

Methodology

The Committee utilized a scoring tool to evaluate applications and determine funding allocations. Staff provided this tool to applicants beforehand. The narrative section of the application guided the Committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to low-income Urbana residents.

Due to funding availability, the City cannot fund every program at 100% of the original request. The Committee based funding recommendations on how closely the applicant's proposal met at least one of the applicable Council Goals and Priorities and/or key service areas as expressed in the Youth Services Grant Guiding Principles. The Committee also prioritized a program's ability to fill existing gaps in services to extremely low and low-income persons when determining funding allocations. Additional considerations included the number of residents served by a program, as well as the anticipated long-term impact of the program.

Because the overall objective of the Youth Services Grant is to provide long-term support to extremely low- and low-income residents, the Committee analyzed an agency's capacity by considering the following:

- Sound financial health as determined through agency audit/financial statements;
- Ability to support the program beyond this coming fiscal year.
- Capability to increase service to Urbana residents with additional funding.
- Capacity to execute the grant project

The Committee does not recommend funding two programs in the FY 2022-2023 cycle. Either the programs did not fill existing gaps, increase services to Urbana residents, provide the required financial documentation, or failed to demonstrate the ability to manage grants.

Options

1. Forward the proposed funding allocations for nine programs to the Consent Agenda with a recommendation for approval.
2. Forward the proposed funding allocations, with changes, to the Consent Agenda with a recommendation for approval.
3. Do not recommend approval of the proposed funding allocations.

Fiscal Impacts

Funds for this program have previously been set aside and approved by Council. A total of \$100,000 from two funding sources will support this year's program. General funds will provide \$75,000, and CDBG funds will provide \$25,000. There will be no additional fiscal impacts on the City.

Recommendation

The Youth Services Grant Committee and the Urbana Community Development Commission recommend the Urbana City Council approve the proposed Youth Services Grant funding allocations to support eight agencies and nine programs in the amounts provided in the attached Recommendations Table.

Attachments

- I. Funding recommendations
- II. Program Descriptions
- III. Application Scoring Tool

**Attachment I
Funding Recommendations**

| Agency | Program | \$ Requested | \$ Recommended |
|--|------------------------------------|---------------------|-----------------------|
| Angel's Youth Center | N/A | \$439,960.00 | \$0.00 |
| CC RPC | Youth Assessment Center | \$5,000.00 | \$5,000.00 |
| HipHop Xpress | HipHop Xpress | \$30,013.00 | \$10,000.00 |
| Housing Authority of Champaign County | Youth Build | \$20,000.00 | \$10,000.00 |
| HV Neighborhood Transformation | Neighborhood Voices | \$25,000.00 | \$25,000.00 |
| Refugee Center | Supporting Immigrant Families | \$10,000.00 | \$0.00 |
| Refugee Center | Newcomer Immigrant Student Support | \$5,000.00 | \$5,000.00 |
| The Well Experience | Well Family Care Program | \$80,000.00 | \$10,000.00 |
| Urbana Neighborhood Connections Center | Community Study Center | \$17,000.00 | \$17,000.00 |
| Urbana Neighborhood Connections Center | Youth Development Program | \$16,000.00 | \$10,000.00 |
| Urbana Park District | SPLASH | \$10,000.00 | \$8,000.00 |
| Total: | | | \$100,000.00 |

Attachment II

Program Descriptions

Champaign County Regional Planning Commission – Youth Assessment Center

The Youth Assessment Center (YAC) serves as the primary center for intake, screening, and service connection for Champaign County youth and families. Case managers screen at-risk juveniles and link them and their families with the community's support and restorative services. Law enforcement personnel typically make referrals to the YAC as an alternative to prosecution and to prevent further delinquent activities. The YAC considers station-adjustment charges, police officer or school official recommendations, family input, and restorative justice methods. These include court diversion services to restore the relationship between the juvenile offender, their victim(s), and the community; mediation; and peer court. Restorative justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. It is best accomplished through cooperative processes that include all stakeholders. This can lead to transformation of people, relationships, and communities. The goal of the YAC is to connect youth with resources that help them to be resilient, resourceful, responsible, and restored to positive community involvement through prompt assessment, treatment/service recommendations, and follow-up.

Housing Authority of Champaign County – YouthBuild

YouthBuild is a community-based alternative education program that provides job training and educational opportunities for at-risk youth ages 16-24. Through partnerships with Penn Foster and Parkland College, the Housing Authority of Champaign County will train youth to become workers in the following areas: General Construction Laborer, Hotel & Restaurant Management, Home Health Aide, and Certified Nursing Assistant. HACC's YouthBuild program focuses on developing occupational skills training for in-demand jobs using the YouthBuild Construction + model. Students can choose to enter the construction, hospitality, or healthcare track and will receive industry-recognized certifications, in-class training, hands-on work experience in the industry setting, and direct entry into apprenticeships, additional training opportunities, or entry-level jobs in these industries. All students, no matter which track they choose, will also receive education to get their high school diploma, support services, and job readiness and leadership training.

STEAM Genius – Hip Hop Xpress

The Hip Hop Xpress program will be conducted from April 2022 through June 2022. The program will consist of 4-5 stops in collaboration with other Urbana-focused organizations such as the Urbana School District and the Urbana Park District. The program will serve limited-resourced youth between the ages of 6-21. Participants will be exposed to applied learning workshops around RC Cars, Drones, Music Production, Computer Technology, and Entrepreneurship.

HV Neighborhood Transformation – Neighborhood Voices

Neighborhood Voices is a three month program in which participants engage in individual and group work around mental health, trauma and gun violence, build their own competence in both avoiding and preventing gun violence in their neighborhoods, and learn how to make and publish videos on the HV Youtube channel, in the process acquiring both technical and journalism skills. (For more on this program, please see sections D and E). A major goal of Neighborhood Voices is for the participants to take their knowledge and empowerment back into their neighborhoods, to spread the positive impacts. Connecting Neighborhood Voices with "40 Days" will help reach this goal and will provide a positive boost for both programs. The "40 Days" are a series of one-week events in the summer, each one in a particular neighborhood. During the week, different sessions are offered each day on subjects related to gun violence, and the sessions are combined with a volunteer neighborhood clean up and activities, especially for children. Sessions including "Trauma", "Wellness" and "Community Beautification" run Monday-Friday. Neighborhood Voices teens will

participate in the “40 Days” in a variety of ways that take advantage of their new skills and also bring “Neighborhood Voices” back into the community. Some of their time will be spent making video recordings of the event; other time will be spent as participants in the daily sessions, providing staffing and chaperones for the younger children, and participating in the neighborhood cleanups. By participating in the full 40 Days they will be exposed to a variety of neighborhoods and many new people.

East Central Illinois Refugee Mutual Assistance Center (Refugee Center) – Newcomer Immigrant Student Support

The Newcomer Immigrant Student Support program offers tutoring, acculturation, and socialization for school aged children K-12. Children are transported via private bus to St. Matthew Lutheran Church in Urbana for three hours of one on one time with a volunteer from the Alpha Phi Omega service fraternity at the University of Illinois. Students work on a project, bring homework, have a nutritious snack, and learn about life in their new hometown. In addition, bilingual counselors serve these students outside this program as liaisons to the schools. They translate and mediate at school registration, parent-teacher conferences and screenings for learning disabilities. The Refugee Center also serve newly arrived Afghan clients by providing their children with the support they need in ESL, as well as acculturation, socialization and mental health care support.

Urbana Neighborhood Connection Center – Community Study Center

This program serves 75-90 students. The after-school homework and tutorial sessions are offered Monday through Friday from 3:00 – 6:00 pm for children in grades K-12 where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC’s Activity Leaders. Upon completion of academics, youth may participate in recreational activities, arts and crafts, dance groups, social responsibility groups, movies, or digital learning activities. School Out Days (for example district staff development, teacher institutes, and parent-teacher conference days) are held from 7:30 am to 6:00 pm. During the summer break, UNCC conducts an eight-week Summer Enrichment Camp (7:30 am – 6:00 pm Monday through Friday) during which times youth are provided small group academic enrichment sessions focused on reading, writing and math along with social/emotional developments and digital literacy, as well as afternoon recreational and leisure activities designed for youth in grades K-12.

Urbana Neighborhood Connection Center – Urbana Youth Development Program

Urbana Youth Development Program (UYDP) operates as a comprehensive college and career readiness initiative mainly targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. Designed as a seamless one-stop youth development and transition program, UYDP continues to target youth in need of academic, social-emotional, and financial assistance preparation for success beyond high school.

Urbana Park District – SPLASH Afterschool Program

The Urbana Park District operates the SPLASH Afterschool Program in partnership with the Urbana School District. This program provides free afterschool activities, crafts, and projects by employed SPLASH staff who facilitate these activities. This program is aimed at students who come from families that may not be able to afford the paid for afterschool program operated by the Urbana School District.

The Well Experience – Family Care Program

The Urbana Youth Services Grant will enhance year-round education and systems of care for families with children aged birth to 22 years. The programming is focused on four main areas:

educational support and enrichment for school-age children, which includes case management for Well Teen Moms; parent and youth mentoring and family engagement; counseling, wraparound Support and case management for families in a crisis or in need of support; and economic support and workforce development skills for youth and young adults. Programs serve families who have been historically marginalized by traditional systems of support. The program includes after-school and extended school programming with full-day programming during the summer months. The Well Kids Learning Hub also serves the children of parenting teens and pre-K children who participate in learning programs through home visiting and on-site programs.

**Attachment III.
Application Scoring Tool**

| FY 21-22 Urbana Child & Youth Services Grant Program Application Evaluation Criteria | | |
|---|-------|---|
| Agency Name: | | Program Name: |
| Criteria | Score | Scoring Benchmark |
| *Proposed program must only serve Urbana residents. Programs that provide services outside Urbana will not be considered | | |
| 1. Program serves at least one key service area | | Meets 2 or more (2); meets 1 priority (1); meets none (0) |
| 2. Builds capacity for an existing organization and/or program | | Yes (1); No (0) <i>Based on narrative</i> |
| 3. Leverages support for an existing organization and/or program | | Yes (1); No (0) <i>Based on narrative</i> |
| 4. Program has proposed long-term impact on community | | Yes (2); No (0) <i>Based on narrative</i> |
| 5. Program's capacity to serve beyond this year's funding | | Yes (1); No (0) <i>Based on narrative</i> |
| 6. Proposed program increases services rather than replacing or supplanting funding for services | | Yes (2); No (0) <i>Based on narrative</i> |
| 7. Agency has clearly defined success measures to demonstrate program impact | | Yes (1); No (0) |
| 8. Agency has previously received grant funding from the City of Urbana and has a strong performance track record | | Yes (1); No (0) |
| 9. Proposed program collaborates with other agencies to leverage resources | | Yes (5); No (0) |
| 10. Diversity of Board and Staff | | Diverse (2); Some (1); No diversity (0) |

Scoring: Agencies with higher scores are not guaranteed funding. Numeric scores are only to be used as a guideline for the selection committee to ensure a fair and objective process. The narratives provided in the application will help guide the selection committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to very-low income Urbana Residents.

***Key Service Areas:**

Health

- Healthcare
- Mental health resources
- Trauma support

Wellness

- Recreation
- After school program
- Violence prevention
- Educational programming
- Mentoring

Opportunity

- Workforce development
- Job training

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH
ASSESSMENT CENTER**

(FY 2022-2023)

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, Champaign County Regional Planning Commission (CCRPC) has heretofore expressed their intent to operate the Youth Assessment Center utilizing City general 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 \$5,000 in City general funds to CCRPC so as to operate and administer the Youth Assessment Center 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|--|
| Grantee Name | <u>Champaign County Regional Planning Commission</u> |
| Grantee Address | <u>1776 E Washington St, Urbana, IL 61802</u> |
| Program Name: | <u>Youth Assessment Center</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$5,000 for use in administering the following program (the “Program”): Youth Assessment Center.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$5,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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
Lisa Benson
Director, Community Services
Champaign County RPC
1776 E Washington St
Urbana, Illinois 61802
lbenson@ccrpc.org

City of Urbana
Sheila Dodd
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
HOUSING AUTHORITY OF CHAMPAIGN COUNTY – YOUTH BUILD**

(FY 2022-2023)

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 Housing Authority of Champaign County has heretofore expressed their intent to operate a Youth Build program utilizing City general 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 \$10,000 in City general funds to the Housing Authority of Champaign County so as to operate and administer the Youth Build program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|--|
| Grantee Name | <u>Housing Authority of Champaign County</u> |
| Grantee Address | <u>2008 N Market St, Champaign, IL 61820</u> |
| Program Name: | <u>Youth Build</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000 for use in administering the following program (the “Program”): Youth Build.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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
Lily Walton
Executive Director
Housing Authority of Champaign County
2008 N Market St
Champaign, IL 61820
lilyw@hacc.net

City of Urbana
Sheila Dodd
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
STEAM GENIUS – HIP HOP XPRESS**

(FY 2022-2023)

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, STEAM Genius DBA Hip Hop Xpress has heretofore expressed their intent to operate a Hip Hop Xpress program utilizing City general 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 \$10,000 in City general funds to STEAM Genius so as to operate and administer the Hip Hop Xpress program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|---|
| Grantee Name | <u>STEAM Genius DBA Hip Hop Xpress</u> |
| Grantee Address | <u>306 N Abbey Rd, Urbana, IL 61802</u> |
| Program Name: | <u>Hip Hop Xpress</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000 for use in administering the following program (the “Program”): Hip Hop Xpress.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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
Lori Patterson
Principal
STEAM Genius DBA Hip Hop Xpress
306 N Abbey Rd
Urbana, IL 61802
lorri@steamgenius.org

City of Urbana
Sheila Dodd
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
HV NEIGHBORHOOD TRANSFORMATION – NEIGHBORHOOD VOICES**

(FY 2022-2023)

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, HV Neighborhood Transformation (HVNT) has heretofore expressed their intent to operate a Neighborhood Voices program utilizing City general 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 \$25,000 in City general funds to HVNT so as to operate and administer the Neighborhood Voices program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|--|
| Grantee Name | <u>HV Neighborhood Transformation</u> |
| Grantee Address | <u>116 W Main St, Urbana, IL 61801</u> |
| Program Name: | <u>Neighborhood Voices</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$25,000 for use in administering the following program (the “Program”): Neighborhood Voices.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$25,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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
Maurice Hayes
Director
HV Neighborhood Transformation
116 W Main St
Urbana, IL 61801
mhneighborhoodtransformation@gmail.com

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – EAST
CENTRAL ILLINOIS REFUGEE MUTUAL ASSISTANCE CENTER – NEWCOMER
IMMIGRANT STUDENT SUPPORT**

(FY 2022-2023)

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 East Central Illinois Refugee Mutual Assistance Center (Refugee Center) has heretofore expressed their intent to operate a Newcomer Immigrant Student Support program utilizing City general 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 \$5,000 in City general funds to the Refugee Center so as to operate and administer the Newcomer Immigrant Student Support program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|---|
| Grantee Name | <u>East Central Illinois Refugee Mutual Assistance Center</u> |
| Grantee Address | <u>201 W Kenyon Rd Ste. 4D, Champaign, IL 61820</u> |
| Program Name: | <u>Newcomer Immigrant Student Support</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$5,000 for use in administering the following program (the “Program”): Newcomer Immigrant Student Support.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$5,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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

Lisa Wilson
Executive Director
East Central Illinois Refugee Mutual Assistance Center
201 W Kenyon Rd Ste. 4D
Champaign, IL 61820
lisawilson@trc-cu.org

City of Urbana

Sheila Dodd
Interim Director, Community Development Services
Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
URBANA NEIGHBORHOOD CONNECTIONS – COMMUNITY STUDY
CENTER**

WHEREAS, On June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024 and Annual Action Plan FY 2020-2021 authorizing certain activities under the Public Service Activity Program.

WHEREAS, on April 29, 2022, the Urbana City Council passed Resolution No. 2022-04-034R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2022-2023 authorizing certain activities under the Public Service Programs; and

WHEREAS, Urbana Neighborhood Connections has heretofore expressed their intent to operate a Community Study Center program utilizing Community Development Block Grant Public Service funds.

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

Section 1. That an Agreement providing seventeen thousand and 00/100 dollars (\$17,000.00) to Urbana Neighborhood Connection Center so as to operate and administer the Community Study Center program 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 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 _____, _____.

Diane Wolfe Marlin, Mayor

CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

| | |
|-------------------|---|
| Subrecipient Name | <u>Urbana Neighborhood Connections Center</u> |
| Project Name: | <u>Community Study Center</u> |
| Project No. | <u>2223-Youth-02</u> |
| Project Address: | <u>1401 E. Main St. Urbana, IL 61802</u> |
| CFDA No. | <u>14.218</u> |

This Community Development Block Grant (“CDBG”) agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named subrecipient, an Illinois not-for-profit agency (the “Subrecipient”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2022-2023 CDBG Program grant funds to the following project (the “Project”): Community Study Center.

The City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (“HUD”) under the Housing and Community Development Act of 1974, as amended (the “Housing Act”). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2022 and ending June 30, 2023. The Urbana City Council has adopted an annual action plan for the same period. The Annual Action Plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

- 1. Grant award.** If and to the extent the City receives CDBG Program grant funds, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to \$17,000 in CDBG Program grant funds for use in carrying out the Project subject to the terms of this agreement. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control, nor does this agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e).

3. Ineligible Costs. The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.

4. Disbursement. The funding year will commence on July 1, 2022 and end on June 30, 2023. If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient CDBG Program grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

5. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

- A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.
- B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

6. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

7. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

- A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
- B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.
- C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and HUD on a case-by-case basis, but only after the Subrecipient 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. The City's determination regarding a conflict of interest is not binding upon HUD.

8. Term. This agreement will remain in effect until June 30, 2023, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

9. Representations. The Subrecipient makes the following representations to the City:

- A. The Project will begin on July 1, 2022 and terminate no later than June 30, 2023, unless the parties otherwise agree in writing.
- B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.
- C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

10. Default.

- A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

- B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.
- C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.
- D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:
- (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the grant authorized in this agreement;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or
 - (6) Other appropriate action including, but not limited to, any remedial action legally available.

11. Indemnification. The Subrecipient 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 Subrecipient'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. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

13. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

14. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

15. Entire agreement; amendments in writing. This 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.

16. Dispute resolution; governing law. In the event of a dispute between the parties, the parties, before filing any court action, jointly shall select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign, Illinois. Illinois law will govern all actions to enforce, construe, or interpret this agreement.

17. Notices. The parties shall give all notices required or permitted by this 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.

Subrecipient

Mary Elizabeth Hand
Interim Executive Director
Urbana Neighborhood Connections Center
1401 East Main Street
Urbana, Illinois 61802
bhand1314@gmail.com

City of Urbana

Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

18. 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.

19. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

20. 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.

[Signature page follows]

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

Subrecipient

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk
Resolution No. 2022-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is a Subrecipient 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, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient 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 Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT B
ASSURANCES**

The Subrecipient 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 Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the 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, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient 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 provide that no person in the United States shall on the grounds 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 Subrecipient 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.

- A. 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.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - b. 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;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal

assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

- 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 Subrecipient, 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 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, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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 Subrecipient Project No. 2122-Youth-02 of the Urbana CDBG Program.

Subrecipient: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 2223-Youth-02 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 2223-Youth-02.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2022 – June 30, 2023.
2. Subrecipient 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.

A. **Program Delivery**

Services provided by the agency include after-school study activities, college and career initiative, and school-out day activities. The after-school homework and tutorial sessions will be offered Monday through Friday from 3:00 – 6:00 pm for children in grades K-12 (specific planning emphasis on K-8) where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC’s Activity Leaders. The program will also include recreational activities, arts and crafts, dance groups, social responsibility groups, movies or digital learning activities.

General Administration

The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

2. Subrecipient certifies that activities carried out with funds provided under this 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 Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

| Family Size | 30% MFI | 50% MFI | 60% MFI | 80% MFI | MFI |
|-------------|---------|---------|---------|---------|---------|
| 1 person | 18,150 | 30,250 | 36,300 | 48,400 | 60,500 |
| 2 persons | 20,750 | 34,600 | 41,500 | 55,300 | 69,200 |
| 3 persons | 23,350 | 38,900 | 46,700 | 62,200 | 77,800 |
| 4 persons | 25,900 | 43,200 | 51,800 | 69,100 | 86,400 |
| 5 persons | 28,000 | 46,700 | 56,000 | 74,650 | 93,400 |
| 6 persons | 30,050 | 50,150 | 60,200 | 80,200 | 100,300 |
| 7 persons | 32,150 | 53,600 | 64,300 | 85,700 | 107,200 |
| 8 persons | 34,200 | 57,050 | 68,500 | 91,250 | 114,100 |

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: Expect to serve 90 persons this year
 - B. Subrecipient 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 Agreement shall not exceed \$17,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
 - B. **For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.**
 - C. **For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient 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 Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
 7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient 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 Agreement.
9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
URBANA NEIGHBORHOOD CONNECTIONS – URBANA YOUTH
DEVLEOPMENT PROGRAM**

WHEREAS, On June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024 and Annual Action Plan FY 2020-2021 authorizing certain activities under the Public Service Activity Program.

WHEREAS, on April 29, 2022, the Urbana City Council passed Resolution No. 2022-04-034R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2022-2023 authorizing certain activities under the Public Service Programs; and

WHEREAS, Urbana Neighborhood Connections has heretofore expressed their intent to operate an Urbana Youth Development program utilizing Community Development Block Grant Public Service funds.

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

Section 1. That an Agreement providing ten thousand and 00/100 dollars (\$10,000.00) in Community Development Block Grant funds to Urbana Neighborhood Connection Center so as to operate and administer the Urbana Youth Development program 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 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 _____, _____.

Diane Wolfe Marlin, Mayor

CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

| | |
|-------------------|---|
| Subrecipient Name | <u>Urbana Neighborhood Connections Center</u> |
| Project Name: | <u>Urbana Youth Development Program</u> |
| Project No. | <u>2223-Youth-01</u> |
| Project Address: | <u>1401 E. Main St. Urbana, IL 61802</u> |
| CFDA No. | <u>14.218</u> |

This Community Development Block Grant (“CDBG”) agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named subrecipient, an Illinois not-for-profit agency (the “Subrecipient”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2022-2023 CDBG Program grant funds to the following project (the “Project”): Urbana Youth Development.

The City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (“HUD”) under the Housing and Community Development Act of 1974, as amended (the “Housing Act”). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2022 and ending June 30, 2023. The Urbana City Council has adopted an annual action plan for the same period. The Annual Action Plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

- 1. Grant award.** If and to the extent the City receives CDBG Program grant funds, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to \$10,000 in CDBG Program grant funds for use in carrying out the Project subject to the terms of this agreement. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control, nor does this agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e).

3. Ineligible Costs. The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.

4. Disbursement. The funding year will commence on July 1, 2022 and end on June 30, 2023. If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient CDBG Program grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

5. Unique Identifier Number. Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.

6. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

- A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.
- B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

7. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

8. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

- A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
- B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.
- C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and HUD on a case-by-case basis, but only after the Subrecipient 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. The City's determination regarding a conflict of interest is not binding upon HUD.

9. Term. This agreement will remain in effect until June 30, 2023 inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

10. Representations. The Subrecipient makes the following representations to the City:

- A. The Project will begin on July 1, 2022 and terminate no later than June 30, 2023 unless the parties otherwise agree in writing.
- B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.
- C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

11. Default.

- A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

- B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.
- C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.
- D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:
- (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the grant authorized in this agreement;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or
 - (6) Other appropriate action including, but not limited to, any remedial action legally available.

12. Indemnification. The Subrecipient 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 Subrecipient'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.

13. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

14. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

15. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

16. Entire agreement; amendments in writing. This 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.

17. Dispute resolution; governing law. In the event of a dispute between the parties, the parties, before filing any court action, jointly shall select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign, Illinois. Illinois law will govern all actions to enforce, construe, or interpret this agreement.

18. Notices. The parties shall give all notices required or permitted by this 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.

Subrecipient

Mary Elizabeth Hand
Interim Executive Director
Urbana Neighborhood Connections Center
1401 East Main Street
Urbana, Illinois 61802
bhand1314@gmail.com

City of Urbana

Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaillinois.us

19. 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.

20. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

21. 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.

[Signature page follows]

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

Subrecipient

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk
Resolution No. 2022-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is a Subrecipient 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, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient 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 Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT B
ASSURANCES**

The Subrecipient 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 Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the 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, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient 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 provide that no person in the United States shall on the grounds 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 Subrecipient 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.

- A. 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.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - b. 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;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal

assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

- 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 Subrecipient, 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 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, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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 Subrecipient Project No. 2223-Youth-01 of the Urbana CDBG Program.

Subrecipient: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 2223-Youth-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 2223-Youth-01.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2022 – June 30, 2023

2. Subrecipient 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.
 - A. **Program Delivery**
 Services provided by the agency include the operation of a comprehensive college and career readiness initiative targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. This includes weekly check-ins on academic status with follow-up referral for tutorials in English, math, and science, twice monthly individual and group mentoring, in and out-of-state college tours, and one-to-one assistance with completion of the college application process.

 - B. **General Administration**
 The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

2. Subrecipient certifies that activities carried out with funds provided under this 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 Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

| Family Size | 30% MFI | 50% MFI | 60% MFI | 80% MFI | MFI |
|--------------------|----------------|----------------|----------------|----------------|------------|
| 1 person | 18,150 | 30,250 | 36,300 | 48,400 | 60,500 |
| 2 persons | 20,750 | 34,600 | 41,500 | 55,300 | 69,200 |
| 3 persons | 23,350 | 38,900 | 46,700 | 62,200 | 77,800 |
| 4 persons | 25,900 | 43,200 | 51,800 | 69,100 | 86,400 |
| 5 persons | 28,000 | 46,700 | 56,000 | 74,650 | 93,400 |
| 6 persons | 30,050 | 50,150 | 60,200 | 80,200 | 100,300 |
| 7 persons | 32,150 | 53,600 | 64,300 | 85,700 | 107,200 |
| 8 persons | 34,200 | 57,050 | 68,500 | 91,250 | 114,100 |

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: Expect to serve 10 persons this year
 - B. Subrecipient 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 Agreement shall not exceed **\$10,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
 - B. **For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.**
 - C. **For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient 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 Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
 7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient 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 Agreement.
9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
URBANA PARK DISTRICT – SPLASH AFTERSCHOOL PROGRAM**

(FY 2022-2023)

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 Urbana Park District has heretofore expressed their intent to operate a SPLASH Afterschool Program utilizing City general 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 \$8,000 in City general funds to Urbana Park District so as to operate and administer the SPLASH Afterschool Program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|--|
| Grantee Name | Urbana Park District |
| Grantee Address | 303 W University Ave, Urbana, IL 61801 |
| Program Name: | SPLASH Afterschool Program |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$8,000 for use in administering the following program (the “Program”): SPLASH Afterschool Program.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$8,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

8. Recordkeeping; inspection. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

9. Reimbursement. The Grantee shall reimburse the City for any funds received 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. Unused funds. At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

11. Nondiscrimination. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, 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, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

12. Modification. No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

13. Termination. This agreement will remain in effect until June 30, 2023, inclusive, unless terminated as provided in this agreement. 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.

14. 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.

15. Independent contractors. The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

16. Third party beneficiaries. This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

17. 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.

18. Entire agreement; amendments in writing. This 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.

19. Notices. The parties shall give all notices required or permitted by this 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
Kelsey Beccue
Development Manager, Urbana Park District
303 W. University Ave
Urbana, IL 61801
khbeccue@urbanaparks.org

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

21. 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.

22. 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.

[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
THE WELL EXPERIENCE – FAMILY CARE PROGRAM**

(FY 2022-2023)

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 Well Experience has heretofore expressed their intent to operate a Family Care Program utilizing City general 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 \$10,000 in City general funds to The Well Experience so as to operate and administer the Family Care Program 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 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 in substantially the form appended hereto as an exhibit 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

| | |
|-----------------|----------------------------------|
| Grantee Name | <u>The Well Experience</u> |
| Grantee Address | <u>PO Box 51</u> |
| Program Name: | <u>Well Family Care Programs</u> |

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (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 this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000 for use in administering the following program (the “Program”): Well Family Care Programs.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

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Grantee
Stephanie Cockrell
Executive Director
The Well Experience
PO Box 51
Urbana, IL 61803
scockrell@thewellexperience.org

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

20. 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.

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[Signature page follows]

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

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk