

ORDINANCE NO. 1999-04-020

AN ORDINANCE
APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT
(MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY - TIMES CENTER -
PROJECT NO. 9899-13)

WHEREAS, the City of Urbana has been designated as an "Entitlement" by the U.S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and as said Entitlement the City of Urbana has received an entitlement of funds for the year beginning July 1, 1998, pursuant to the Community Development Block Grant (hereinafter "CDBG") Program; and,

WHEREAS, the City of Urbana anticipates receiving Entitlement funds from HUD through the CDBG Program for the years beginning July 1, 1999, and July 1, 2000; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 1998, which authorizes a three-year commitment of CDBG Program funds for the establishment of a new emergency shelter/transitional housing facility to be relocated on North Market Street, Champaign, said facility intended to provide assistance sponsored by non-profit agencies to homeless persons in the Urbana-Champaign area; and,

WHEREAS, the City of Urbana has the right and authority under said CDBG Program to allocate a portion of its funds to the Mental Health Center of Champaign County for the purpose of developing an emergency shelter/transitional housing facility for homeless persons.

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

Section 1. That the City of Urbana approves a *City of Urbana Community Development Block Grant Agreement (Mental Health Center of Champaign County - TIMES Center)*, a copy of which agreement is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

Section 2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of April, 1999.

PASSED by the City Council this 19th day of April, 1999.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 20th day of April, 1999.

Tod Satterthwaite
Tod Satterthwaite, Mayor

CITY OF URBANA
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT
 (MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY
 TIMES CENTER-PROJECT NO. 9899-13)

THIS AGREEMENT, made and entered into as of the 20th day of August, 1999, by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY, an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH:

WHEREAS, the City has been designated as an "Entitlement" by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and as said Entitlement, the City has received an entitlement of funds for the year beginning July 1, 1998, pursuant to the Community Development Block Grant (hereinafter "CDBG") Program; and,

WHEREAS, the City anticipates receiving entitlement funds from HUD through the CDBG Program for the years beginning July 1 1999, and July 1, 2000; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 1998, which authorizes a three-year commitment of CDBG funds for the establishment of a new emergency shelter/transitional housing facility to be located on North Market Street, Champaign, which shall provide assistance sponsored by non-profit agencies to homeless persons in the Champaign-Urbana area; and,

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

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

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

1. The preamble set forth above is hereby incorporated and made part of the Agreement.
2. The City does hereby agree to make a grant to the Subgrantee in the sum of \$50,000 (Fifty Thousand and 00/100 Dollars) per year for three fiscal years, totaling \$150,000 (One Hundred Fifty Thousand and 00/100 Dollars), and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 9899-13. Subgrantee understands and agrees the first year allocation of \$50,000 will be available January 1, 1999 - June 30, 1999, a second year allocation of \$50,000 will be available July 1, 1999 - June 30, 2000, and a third year allocation of \$50,000 will be available July 1, 2000 - June 30, 2001. Subgrantee understands and agrees that funding in the full amount of this Agreement is contingent upon the following:
 - A. the City receiving said CDBG funds; should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Agreement could cease or be reduced; and
 - B. approval of a Supportive Housing Program Technical Submission and authorization of Fiscal Year 1998 Supportive Housing Program funding by HUD.
3. If any of the following events occur, Subgrantee agrees to repay the City the full amount provided (up to \$150,000).

- A. A default by Subgrantee under this Agreement or under any other document evidencing or securing these funds; or
 - B. The sale, conveyance, or transfer of ownership of the project by Subgrantee before the end of the Project's 60th operating month following the termination of this Agreement, without prior written consent of the City; or
 - C. Discontinuation of the project as affordable housing for homeless persons before the end of the Project's 60th operating month following the termination of this Agreement, without prior written consent of the City.
- 4. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Agreement.
 - 5. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the Federal, State, County, and local government which may in any manner effect the performance of the Agreement, and the Subgrantee shall be liable to perform all acts to the City in the same manner the City performs these functions to the Federal government.
 - 6. The Subgrantee shall complete Attachment "B" Assurances, and submit said document to the City as a condition of final execution of this Agreement.
 - 7. The Subgrantee shall complete Attachment "C" Statement of Special Conditions, and submit said document to the City as a condition of final execution of this Agreement.
 - 8. The Subgrantee shall not assign this Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to this Agreement, either in whole or in part, or any interest therein, which shall be due or become due to the Subgrantee, shall be of no force and effect.
 - 9. The Subgrantee understands and agrees that real property acquired or improved in whole or in part with funds received under this Agreement must be used for its originally planned purpose as described in this Agreement for a period of not less than five (5) years after termination of this Agreement. Subgrantee understands and agrees that any proposed changes in the use of this facility during this time period must be approved by the City before such changes may be considered.
 - 10. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
 - 11. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
 - 12. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.

13. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
14. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment "C" and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
15. After execution of this Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following.
 - A. The City and Subgrantee shall adhere to all special conditions (See Attachment "C").
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals.
 - C. Financial records and payments shall comply with all Federal regulations.
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the City and HUD.
16. The Subgrantee agrees that funds received under this Agreement shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, the facility assisted with CDBG funds pursuant to this Agreement may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
17. The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee does not correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice. In such cases, the City may declare the Subgrantee ineligible for further participation in the CDBG Program in addition to other remedies as provided by law.
18. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Bruce R. Stoffel
 Manager
 Grants Management Division
 400 South Vine Street
 P.O. Box 946
 Urbana, Illinois 61803-0946

TO THE SUBGRANTEE: Alexandria Lewis
 Executive Director
 Mental Health Center of Champaign County
 1801 Fox Drive
 Champaign, Illinois 61802

19. This Agreement shall be effective as of the date executed by the City and shall terminate on June 30, 2001, unless otherwise amended in a written modification to this Agreement executed by the City and Subgrantee, or terminated by the City in accordance with Section 17 of this Agreement.

CITY

BY: Tal Aschitzky

ATTEST: Shirley D. Clark

SUBGRANTEE

BY: Glenn L. Brown

ATTEST: Judith J. Grussing

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subgrantee further agrees to the following:

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

Name: Mental Health Center of Champaign County
Signed by: Alexandria Lewis
Title: Alexandria Lewis, CEO
Date: 8-20-99

ATTACHMENT B
ASSURANCES

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

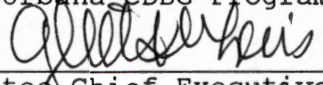
1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee 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, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this Federally assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion,

sex or national origin in all phases of employment during the performance of Federal or Federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

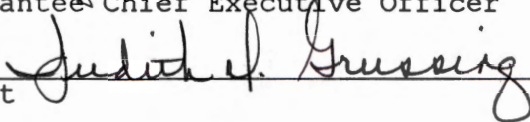
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

7. 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.
8. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
9. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subgrantee Project No. 9899-13 of the Urbana CDBG Program.


Subgrantee Chief Executive Officer

Attest



Date

8-20-99

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 9899-13 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 Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 9899-13.

1. This Agreement is contingent upon Subgrantee obtaining funding for and accomplishing new construction of a facility to be used for a transitional housing program and as an emergency shelter for homeless persons.
2. Subgrantee understands and agrees that the new facility will be located at 502 North Market Street in Champaign, Illinois, consisting of approximately 11,400 square feet totally. Approximately four thousand seven hundred square feet (4700 sq.ft.), 41.2% of the building, will be constructed and devoted to operating the transitional housing program and providing related services. The transitional housing program will have not less than 10 bedrooms with a total of at least 20 beds to house program participants, and will be completely separated from other housing accommodations, will have its own bathroom with showers and a lounge area, but will share other facility amenities. The emergency shelter program will consist of approximately five thousand one hundred square feet (5100 sq.ft.), and will have a total of at least 40 beds to house program participants, which is 44.8% of the total structure. The respite center will comprise the remaining space, approximately one thousand six hundred square feet (1600 sq.ft.), using 14.0% of the building capacity and will have at least 7 beds.
3. Subgrantee agrees the facility shall be completed and ready for occupancy no later than June 30, 2000.
4. Subgrantee agrees to maintain the facility in compliance with applicable Housing Quality Standards and local housing and property maintenance code requirements of the City of Champaign.
5. Subgrantee understands and agrees that the building will be designed to be totally accessible to persons with disabilities and will meet or exceed all Federal, State, and local regulations governing accessibility design for this type of facility.
6. Subgrantee shall provide case management and supportive services necessary to assist program participants in achieving a self-sufficient lifestyle.
7. Subgrantee understands and agrees that the safety of residents shall be ensured both from the physical facility standpoint and from the security arrangements that shall be established to deal with the transitional services participants, as well as participants in other programs. The building shall be designed to comply with all life safety code features for this type of lodging setting as prescribed in the latest Life Safety Code Handbook. In addition, special features such as separate entrances for different types of services shall be incorporated into the building design in order to minimize personal conflicts and to create uncomplicated access to appropriate services. A set of rules governing individual behavior within and near the TIMES Center complex shall be developed and strictly enforced by all staff and volunteers associated with the operation of the facility.

8. Subgrantee understands and agrees that it shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 2701u) which requires that employment and other economic opportunities arising in connection with this project shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very-low income persons.
9. Subgrantee understands and agrees that it shall comply with labor standards that apply to non-volunteer labor which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies.
10. Subgrantee understands and agrees the funds received pursuant to this Agreement shall be used to cover costs associated with the development and construction of the facility as described in Article 2 above. Such eligible expenses include engineering and architectural services, site development costs, and building construction expenses.
11. The City shall make payments to the Subgrantee as reimbursement of expenses related to the development and construction of the project as stated in Article 10. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. In the case of engineering and architectural expenses, and site development costs, acceptable billing shall include a photocopy of original invoices, and paid receipts or copies of cancelled checks. In the case of construction expenses, acceptable billing shall include paid receipts, copies of cancelled checks for such payments, and photocopies of lien waivers executed by contractors and/or subcontractors.
12. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs and that no program income shall result from the program. Should any program income result from funded activities, Subgrantee agrees that such program income shall be returned/reimbursed to the City.
13. Subgrantee agrees that prior written approval from the City must be obtained before making any fund or budget transfer from construction to nonconstruction or vice versa. Subgrantee agrees that prior approval from the City must be obtained whenever either of the following actions is anticipated.
 - (a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
 - (b) Need to extend the period of availability of funds.
14. Subgrantee agrees that title to real property acquired under this Agreement shall vest upon acquisition in the Subgrantee. Except as otherwise provided by Federal statutes, this real property shall be used for the originally authorized purposes as long as needed for those purposes, and the Subgrantee shall not dispose of nor encumber its title or interests without prior written consent of the City. If the real property is no longer needed for the originally authorized purpose, the Subgrantee shall request disposition instructions from the City prior to disposition of said real property.
15. Subgrantee agrees to provide a written annual report to the City concerning the financial and administrative status of the Project for a period of 60 months from the expiration of this Agreement. Said written annual report shall be submitted to the City's Grants Management Division no later than

March 31, 2000 and on or before the 31st day of March during each succeeding year. The Subgrantee shall execute and abide by the terms of Attachment "A", Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.

16. Subgrantee agrees to maintain participant files and records which document the homeless state and income-eligibility of program participants.
17. Subgrantee agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122 and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
18. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: Mental Health Center of Champaign County
Address: 1801 Fox Drive, Champaign IL 61820
Signed by: Alexandra Lewis
Title: Alexandra Lewis
Date: 8-20-99