

ORDINANCE NO. 2004-09-124

AN ORDINANCE APPROVING A CITY OF URBANA NEIGHBORHOOD ORGANIZATION GRANT PROGRAM AGREEMENT

(EADS STREET DEVELOPMENT CORPORATION)  
PROJECT NO. 04-05\_04)

WHEREAS, on May 3, 2004, the Urbana City Council passed Resolution No. 2004-04-006R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan for Program Year 2004-2005 authorizing certain activities under the Neighborhood Organization Grant VIII Program.

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

Section 1. That an Agreement providing \$1,250 in Community Development Sink Funds, for neighborhood improvement and capacity building activities in the form of the copy 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 20th day of September, 2004.

AYES: Chynoweth, Hayes, Otto, Patt, Wynn

NAYS:

ABSTAINS:

  
*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 22<sup>nd</sup> day of September,  
2004.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

**Eads Street Development Corporation**  
**PROJECT NO. 04-05\_04**

**CITY OF URBANA**  
**NEIGHBORHOOD ORGANIZATION GRANT PROGRAM**

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, hereinafter referred to as the "City"), and EADS STREET DEVELOPMENT CORPORATION, (hereinafter referred to as the "Subgrantee").

WHEREAS, the Urbana City Council has adopted a 2004-2005 Annual Action Plan and budget which authorizes establishment of a Neighborhood Organization Grant Program to encourage formation of representative neighborhood-based organizations and to assist such organizations in building capacity to provide services to its constituent residents; and,

WHEREAS, the City has the right and authority under said Annual Action Plan to allocate funding to the Subgrantee for purposes of facilitating organizational development and service delivery; 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 this Subrecipient Agreement.
2. The City does hereby agree to make a grant to the Subgrantee in the sum of \$1,250 (One Thousand Two Hundred Fifty 00/100 Dollars).
3. 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 affect the performance of this Subrecipient Agreement.
4. The Subgrantee agrees and authorizes the City to conduct on-site reviews, examine Subgrantee records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement.
5. The Subgrantee shall execute and abide by the terms of Attachment A, City of Urbana Human Rights Certification, and with all City of Urbana Affirmative Action requirements.
6. The Subgrantee shall complete Attachment B, Assurances, and submit said document to the City as a condition of final execution of this Subrecipient 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 Subrecipient Agreement.
8. The Subgrantee represents to the City that the aforesaid project shall begin on September 1, 2004 and terminate on or before June 30, 2005, unless otherwise extended in a written modification to this Subrecipient Agreement executed by the City and Subgrantee.
9. The Subgrantee shall not assign this Subrecipient 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 Subrecipient Agreement, either in whole or in part, or any interest therein, which shall be due or become due to the Subgrantee, shall be of no force and effect.
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.
11. 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.
12. 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 the terms of the Subgrantee Agreement, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
13. The Subgrantee understands and agrees that in the procurement of supplies, equipment, construction and services, the following conflict of interest provisions shall apply.
  - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Subrecipient Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a City-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.

- B. This conflict of interest provision shall apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the Subgrantee or the City.
  - C. Upon written request, exceptions to the conflict of interest provisions may be granted by the City on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
14. Upon execution of this Subrecipient Agreement, including the 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 described in Attachments A, B and 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 applicable regulations;
  - D. The Subgrantee agrees to allow any and all audits of its records as may be required to permit inspection of program records by representatives of the Urbana Community Development Department.
15. Subgrantee understands and agrees that no funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a Member of a State Legislature, a Municipal Official, an officer or employee of Congress, an officer or employee of a State Legislature, an officer or employee of a Municipal Government, an employee of a Member of Congress, an employee of a Member of a State Legislature, or an employee of a Municipal Official in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
16. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of this Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the Neighborhood Organization Grant program, in addition to other remedies as provided by law.

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 Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. And may take other action as may be permitted by this Subrecipient Agreement.
19. The Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
20. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Bob Grewe, AICP  
Manager  
Grants Management Division  
400 South Vine Street  
Urbana, Illinois 61801

TO THE SUBGRANTEE: John Lee Johnson  
Eads Street Development Corporation  
44 E. Main Street, Suite 205  
Champaign, IL 61820

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

CITY

BY: Carl Aatterhwaite

ATTEST: Ryann J. Clark

SUBGRANTEE

BY: John Lee Johnson, Director

ATTEST: Paula Colmore

**ATTACHMENT A  
CITY OF URBANA HUMAN RIGHTS CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana Neighborhood Organization Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City, or against any applicant for such employment, because of discrimination by reason of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual preference, 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 an opportunity in housing, employment, credit or access to public accommodations.

The Subgrantee further agrees to the following:

- (1) It will be bound by said City of Urbana Human Rights Certification with respect to its own employment practices during the duration of its participation with the City;
- (2) It will furnish the City such information as they may require for the supervision of such compliance and will otherwise assist the City in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the City of Urbana Human Rights Certification as may be imposed upon contractors and subcontractors by, the City;
- (4) In the event that it fails or refuses to comply with the undertaking, the City may cancel, terminate or suspend in whole or in part any contractual agreements the City 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.
- (5) It shall abide by local regulations cited in the Urbana Human Rights Ordinance regarding equal employment.

Name of Subgrantee: Eads Street Development Corporation

Address: 44 E. Main Street, Suite 205 Champaign, IL 61820

Printed Name/Title: John Lee Johnson, Director

Signature: John Lee Johnson

Dated: 10-26-04

**ATTACHMENT B  
ASSURANCES**

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

1. It possesses legal authority to receive Neighborhood Organization Grant 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 Neighborhood Organization Grant Program has been developed so as to give maximum feasible priority to activities that will benefit extremely low- or very low-income families. As a subrecipient of Neighborhood Organization Grant Program funds, Subgrantee agrees to give maximum feasible priority to extremely low- or very low-income families when administering the Subgrantee program described herein.
4. 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 give the City 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 Agreement No. 04-05\_03 of the Urbana Neighborhood Organization Grant Program.

John Lee Johnson  
Subgrantee Chief Executive Officer

10-26-04  
Date

Paullette Colonou  
Attest by Subgrantee Official

10-26-04  
Date



**ATTACHMENT C**  
**STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana Neighborhood Organization Grant Program and is eligible to receive funds for Subgrantee Project No. 04-05\_04 pursuant to this Subrecipient Agreement.

The following conditions, in addition to those established in the attached City of Urbana Guidelines for Neighborhood Organization Grant Program, this Subrecipient Agreement itself, and other attachments thereto, and applicable laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive Neighborhood Organization Grant Program assistance for Subgrantee Project No. 04-05\_04.

1. This agreement is intended to fund administrative and service delivery costs by Subgrantee, during the period beginning September 1, 2004, (subject to City Council authorization of this agreement) and June 30, 2005, and is contingent upon the Subgrantee operating the Scope of Service herein outlined during this period.

**Scope of Service**

Funds shall be used for administrative purposes directly associated the following:

- To promote affordable housing and stimulate redevelopment in low-income neighborhoods in Urbana.
2. Funds received by Subgrantee pursuant to this Subrecipient Agreement shall be used as follows.
    - Rent, telephone, computer, printer, stamps, supplies and accounting services
  3. Subgrantee's Project budget may be modified, with the written approval of the City, within the parameters of the total Project grant allocation.
  4. Subgrantee shall retain records of all activities funded pursuant to this Subrecipient Agreement, including copies of all invoices and receipts, for a period of three years from the termination of the Project. These records shall be available for inspection upon request by the City.
  5. Subgrantee shall submit a written report of activities undertaken pursuant to this Subrecipient Agreement no later than July 31, 2005.
  6. The City shall reimburse Subgrantee up to \$1,250 for eligible activities undertaken pursuant to this Subrecipient Agreement as detailed above. The City shall make such payments available to the Subgrantee within 21 calendar days of receipt of an acceptable itemized billing from Subgrantee. Documentation which must accompany itemized billing includes copies of paid receipts for

- purchased supplies and materials, and postage expenses,
- copy services (**a copy of printed material must also be included**),
- timesheets and/or copies of direct billings for staff and consulting expenses.

Name of Subgrantee: Eads Street Development Corporation

Address: 44 East Main Street, Suite 205 Champaign, IL 61820

Printed Name/Title: John Lee Johnson

Signature: John Lee Johnson

Dated: 10-26-04