

ORDINANCE NO. 2010-07-060

**AN ORDINANCE APPROVING A CITY OF URBANA COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

(Partnership Accounts for Individual
Development [PAID] / Project No. 1011-CSSP-04)

WHEREAS, On April 19, 2010, the Urbana City Council passed Ordinance No. 2010-04-024 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2010-2011 authorizing certain activities under the Public Service Activity Program.

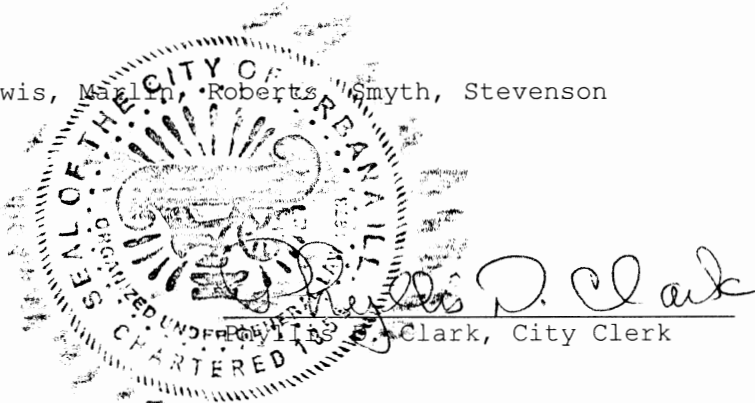
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing One Thousand Seven Hundred Fifty-Three and 00/100 dollars (\$1,753.00) in Community Development Block Grant funds, to provide match funds on participant savings accounts, in substantially 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 19th day of July,
2010.

AYES: Gehrig, Lewis, ~~Maglin~~, Roberts, Smyth, Stevenson
NAYS:
ABSTAINS:



APPROVED by the Mayor this 26th day of July,
2010.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

SUBRECIPIENT NAME: Mental Health Center of Champaign County
PROJECT NO. 1011-AAP-04
PROJECT ADDRESS Lincolnshire Group Home
1112 Lincolnshire Drive, Champaign IL 61821

CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into 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 community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2010 and ending June 30, 2011, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2010 and ending June 30, 2011 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 2010-2011 CDBG program funds to: Repair the foundation and replace the roof of the Lincolnshire Group Home, located on Lincolnshire Drive in Champaign.
3. The City agrees to grant to the Subgrantee the sum of Thirteen Thousand Three Hundred Eighteen and 00 /100 Dollars (\$13, 318.00), and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1011-AAP-04 (hereinafter the "Project").

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. 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 Subrecipient Agreement. 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.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2010 and shall terminate on June 30, 2011, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. 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 the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
18. Upon execution of this Subrecipient 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 described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;

- D. 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 Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

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.

20. 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.
21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: John A. Schneider, Manager
Grants Management Division
Dept. of Community Development Services
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Sheila Ferguson, Chief Executive Officer
Mental Health Center of Champaign County
1801 Fox Drive
Champaign, Illinois 61820

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

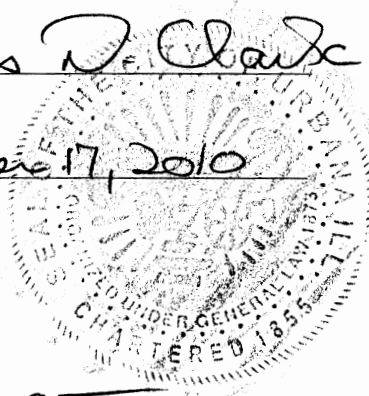
CITY

BY: *Janel P. ...*

DATE: 9/17/10

ATTEST: *Phyllis D. Clark*

DATE: September 17, 2010



SUBGRANTEE

BY: *Steve Ferguson*

ATTEST: *Maury E. ...*

DATE: Sept 9, 2010

**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, 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 Subgrantee further agrees to the following:

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

Name (Please Print): Sheila Ferguson

Signature: Sheila Ferguson

Title: CEO

Date: Sept 9, 2010

**ATTACHMENT B
ASSURANCES**

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

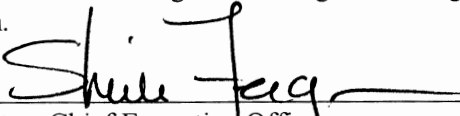
1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances 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 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 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.

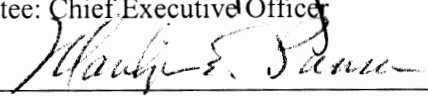
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- 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.
- 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 Subgrantee 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 Subgrantee 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 subgrantees 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee, 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, Subgrantee 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 Subgrantee Project No. 1011-AAP-04 of the Urbana CDBG Program.


Subgrantee: Chief Executive Officer


Attest

Sept 9, 2010
Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1011-AAP-04 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. 1011-AAP-04.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2010 - June 30, 2011.

SCOPE OF SERVICE

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Subrecipient Agreement and attached as Attachment D: Subrecipient Application.

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

A. Program Delivery

The Subgrantee shall provide a suitable living environment which includes increasing access to quality public and private facilities and services. Installation of a new kitchen sink and countertops, cabinets, and vinyl floor, as well as four power flush toilets, at the Hartle Group Home, a supported living group home for individuals with developmental disabilities and is located on South Hartle Street in Urbana.

B. General Administration

The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subgrantee 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.

3. Subgrantee 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 Subgrantee 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.

FY 2010-2011	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low Income Limits (30%)	\$13,650	\$15,600	\$17,550	\$19,450	\$21,050	\$22,600	\$24,150	\$25,700
Very Low Income Limits (50%)	\$22,750	\$26,000	\$29,250	\$32,450	\$35,050	\$37,650	\$40,250	\$42,850
Low Income Limits (80%)	\$36,350	\$41,550	\$46,750	\$51,900	\$56,100	\$60,250	\$64,400	\$68,550

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

Total Number of Persons To Be Served: Five (5) Persons Minimum

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

7. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$13,318. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee 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 Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-6300-4098

- A. The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.**
- B. FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
- C. FOR Public Facility Grants: The Subgrantee 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.**

8. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
9. Subgrantee agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31st and June 30th. Final billing requests shall not be processed for payment until a final Progress Report (June 30th) is submitted.
10. 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.

Agreement # 1011-AAP-04

11. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: Shuei Feig

Address: 1801 Fox Drive Champaign IL 61820

Signed by: Shuei Feig

Title: CEO

Date: Sept 9, 2010



Agreement # 1011-AAP-04

**ATTACHMENT D
SUBRECIPIENT APPLICATION**

City of Urbana CDBG PF Applications

A. ORGANIZATION INFORMATION	
Project Title: Lincolnshire Adult Group Home	
Amount Requested: \$ 29,594	
Project Type: <input type="checkbox"/> New Program <input checked="" type="checkbox"/> Continuation of Existing Program (Yr Started: 1995)	
Applicant Organization: Mental Health Center of Champaign County, Inc.	
Address: 1801 Fox Drive	
City/State/Zip: Champaign, Illinois 61820	
Applicant's Federal Employer I.D. #: 37-0913985	
DUNS#: 04-972-2242	
Applicant's Fiscal Year: July - June	
Person Responsible for Preparation of Application	
Name	Lisa Benson
Title	Director of Residential Services
Street	1801 Fox Drive
City, State, Zip	Champaign, Illinois 61820
Phone Number	217-693-4627
Fax Number	217-398-8568
E-Mail	lbenson@mhcenter.org
Person Responsible for Proposed Activity (if different than person above)	
Name	Larry Hoyt
Title	Maintenance Supervisor
Street	202 W. Park Street
City, State, Zip	Champaign, Illinois 61820
Phone Number	217-373-2430
Fax Number	
E-Mail	lhoyt@mhcenter.org
Person Responsible for Financial Information (if different than person above)	
Name	Wanda Burnett
Title	Chief Financial Officer
Street	1801 Fox Drive
City, State, Zip	Champaign, Illinois 61820
Phone Number	217-693-4600
Fax Number	217-352-1421
E-Mail	wburnett@mhcenter.org

B. ACTIVITY TO BE FUNDED: Attach additional sheets if necessary; please print or type.

B1. Fully describe the activity for which you are requesting funds:

The Lincolnshire Group Home, a 5-bedroom 24 hour supervised living and supportive services program for adults with severe and persistent mental illness, is in need of foundation work and a roof replacement. The roof replacement will involve the removal and replacement of 3 layers of old shingles, installation of new plywood sheathing, felt underlayment sheathing, and the labor required to make the repairs. The roof of the Lincolnshire group home is of such an age that the underlying wooden slats are in need of complete replacement, adding to the total expense of this rehabilitation project. In addition to the roof, MHC is requesting assistance to repair a foundation wall on the front of the house in an effort to stop it from sinking and causing additional harm to the roof and home in the future.

B2. Why are CDBG funds needed for this activity?

The Mental Health Center strives to provide individuals with mental health disabilities access to affordable and supportive housing. The Department of Human Services contracts with the Mental Health Center to provide mental health treatment and supportive services to the clients of this group home, however these funds are not sufficient enough to be able to be used for large projects like the roof replacement. Clients are assessed fees to reside at the Lincolnshire Group Home, based on each individual's income. The client fees includes all basic needs such as food, utilities and water, as well as assists with all small maintenance items (painting, carpet repairs and cleaning, furniture replacement, and replacement of worn appliances. The primary source of income for the individuals is SSI, approximately \$674/month. This fee structure does not allow the Agency the means to cover these necessary renovation costs for repair of the foundation wall and replacement of the roof.

B3. Maximum time anticipated to complete activity: Beginning Date: 07/01/2010
Ending Date: 11/30/2010

B4. Steps or phases necessary to complete activity (engineering/design, advertising, bidding, contract award, construction, etc.: bar charts, graphs, or narratives may be used and attached to this application).

Step 1: Obtain bids in accordance to Davis Bacon regulations

Step 2: Award contract(s) for foundation rehab and roof replacement

Step 3: Completion of foundation work

Step 4: Completion of roof replacement

The Mental Health Center's Maintenance Supervisor will coordinate these efforts through material selection, supervision of contractors for installation and disposal of old materials. Mental Health Center staff will provide clients support during the process as necessary.

B5. Quantify your anticipated accomplishments (e.g. 2,000 feet of storm sewer, 80 clients trained, 3000 meals served, etc.): The Lincolnshire Group Home will have a safe, structurally sound foundation and a new roof.

B6. Estimate the number of **total** persons or households that will benefit from implementation of this project:

Minimum of 5 Persons annually OR _____ Households

B7. Percentage of persons or households served who will be City of Urbana residents:
60% (based on current residents address prior to group home placement)

B8. Indicate other significant characteristics of the population to be served (i.e., elderly, disabled, homeless):
All clients provided services at the Lincolnshire group home have a mental health disability.
Additionally, by HUD definition the clients are deemed homeless as they are residing in transitional housing for mentally ill persons.

Interagency Collaboration: Identify other agencies involved in project; briefly describe extent of involvement.				
Agency Name	Address	Phone	Contact Person	Involvement
None				

Please indicate if your project can be funded over multiple years, or if the entire grant is needed in the first year: Multi-year: _____ (# of years) One year

C. NATIONAL OBJECTIVE COMPLIANCE

C1. In order to ensure that the program meets the intent of the Federal Housing and Community Development Act of 1974, as amended and re-authorized by the National Affordable Housing Act of 1990, Congress has required that entitlement programs meet at least one of three national objectives, of which the City has decided to focus its activities on those that principally **benefit extremely low- and low-income persons**.

C2. Using the table below, please answer the following question: estimate the number of persons or households (please check one) served who will be extremely low, low & moderate-income:

5 Extremely low (<30% MFI) _____ Low (31-50%) _____ Moderate (51-80%)

FAMILY SIZE	EXTREMELY LOW INCOME 30% MFI	LOW INCOME 50% MFI	MODERATE INCOME 80% MFI
1	\$13,150	\$21,900	\$35,050
2	\$15,050	\$25,050	\$40,100
3	\$16,900	\$28,150	\$45,100
4	\$18,800	\$31,300	\$50,100
5	\$20,300	\$33,800	\$54,100
6	\$21,800	\$36,300	\$58,100
7	\$23,300	\$38,300	\$62,100
8	\$24,800	\$41,300	\$66,150

C3. Explain fully how you will document that you are providing services to persons/households who are extremely low-, low-, & moderate-income:

All clients who live in our 24-hour group homes are assessed fees based on their ability to pay. Their annual income is verified upon move in and at least yearly thereafter. Information regarding resources is documented on the MHC's fee agreement forms which also indicate the number of persons in a household and the income for household members. All fee agreements are maintained in each Lincolnshire group home client's file.

D. PERFORMANCE MEASUREMENT

D1. Federal regulations also require all CDBG grantees to report annually on specific outcome indicators as mandated by the United States Dept. of Housing and Urban Development (HUD). HUD has developed a Community Planning and Development (CPD) Performance Measurement System to measure the impact of their federally funded programs.

D2. Which local funding priority does this project meet, as identified in the Five-Year Strategic Plan of the City of Urbana Consolidated Plan for Program Years 2005-2009? (See Page 2 for local funding priorities.)

- A. To provide decent housing
- B. To provide suitable living environment which includes increasing access to quality public and private facilities and services.

D3. Explain how the proposed project addresses the local funding priority listed above:

By providing consumers decent, safe, and affordable housing, this project meets the 2009-2010 Program Year CDBG funding priority to provide decent housing and increasing access to quality public facilities and services. The project is also compliant with the National Objective as all beneficiaries of the project are LMI persons and in fact are ELI persons. Foundation rehabilitation and roof replacement will ensure the safety and viability of the group home.

D4. Explain how you will measure the proposed project's effectiveness at meeting this local funding priority:

Upon project completion, the structural wall will be repaired and will cause no more damage to the roof and create no more cracks in the ceilings in the entryway and adjoining hallway. The structural integrity of the wall and roof will assist with the energy efficiency of the home which will, in turn, keep the heating and cooling costs at a minimum allowing those with significant mental health disabilities and extremely low income to reside and receive treatment in the Lincolnshire Group Home.

D4. Explain how you will measure the long-term impact of the activity on clients, participants, and/or community. What is the desired impact of your activity? What outcome(s) do you hope to achieve? What indicators will you use to measure the impact on the community, or on the lives of persons assisted?

E3. Calculate leveraging ratio as leverage offered divided by total project cost:

\$7,398 divided by \$29,594 equals 25 %

Note: CDBG funds, including previously awarded CDBG monies cannot be counted as leverage. Applicant's leverage funds must be spent prior to drawing on CDBG funds.

F. PAST LEVERAGING / MATCH PERFORMANCE

F1. All applicants are required to state the amount of funds or in-kind contributions provided by the applicant toward implementation of the last CDBG project funded and/or completed under the City of Urbana's program. Explain at the bottom of this page how your funds were expended (i.e. staff administration, engineering, construction, etc.)

F2. Provide budget for the last project funded through CDBG:

Your funds: \$ 1,450

Total of Other funds \$ _____ (list sources below)

CDBG funds \$ 4,328 requested / \$2,000 was awarded

Total \$ 5,778

F3. Calculate leveraging ratio as leverage offered divided by total project cost:

Proposal: \$1,450 divided by \$5,778 equals 25 %

F4. List sources of other funds: _____

F5. Explanation of how leverage funds were spent:

Use of funds:

Budget Line Item	CDBG \$ Amount	Other \$ Amount	Total \$ Amount
Replacement Stoves	\$2,328		\$2,328
Linoleum	\$2,000		\$2,000
Oversight, cleaning, painting, and replacement of cove base molding		\$1,450	\$1,450
TOTAL	\$4,328	\$1,450	\$5,778

G. DETAILED FINANCIAL ACTIVITY:

G1. Please attach a copy of your agency budget to this application and complete the following tables:

Sources of Funds	Amount	Work Item to be Accomplished with Funds	Status*	Contingent upon CDBG Funding?
CDBG Facilities Grant + MHC cash match	\$16,345	Front porch cement, brick and mortar repair	Pending	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CDBG Facilities Grant + MHC cash match	\$13,249	Roof replacement	Pending	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

*Status: S = Secured, P = Pending, D = Denied. If secured, attach confirmation letter from source. If denied, attach letter stating the name of the source, the date funds were sought, and the reason for the denial.

Use of Funds			
Budget Line Item Description	CDBG \$ Amt	Other \$ Amount	Total \$ Amount
Front porch cement, brick and mortar repair	\$12,259	\$4,086	\$16,345
Roof replacement	\$9,937	\$3,312	\$13,249

G2. Please describe the effect on the proposed project if the City of Urbana grant is not awarded (i.e. unable to complete due to lack of funding; construction delayed; other resources utilized, etc.)

If CDBG funds are not awarded, the project may not be able to be completed during the FY09-10 year unless alternative funding can be identified. At this time, no additional or alternative funding is available. Additionally, the masonry work proposed is for ideal repair to prevent further sinking/ collapsing of the front of the facility; alternative repair that is less thorough could be explored.

H. AUTHORIZATION, ASSURANCES, AND SIGNATURE SHEET

H1. We, the undersigned duly-authorized agents of Mental Health Center of Champaign County, Inc.:

- A. Do hereby state, to the best of our knowledge the information contained in this application for the Community Development Block Grant (CDBG) Public Facilities (PF) grant is true and correct.
- B. Understand the PF funds are disbursed on a reimbursement basis and assure the funds will be administered by the applicant.
- C. Understand that the laws and regulations of the US Department of Housing & Urban Development (HUD) and/or the City of Urbana will govern any PF funding resulting from this application.
- D. Agree to enter into an Agreement with the City of Urbana for its FY 2010-2011 PF grant and will adhere to all Program requirements.

H2. If a grant is awarded on the basis of this application, all project information detailed in the application will be implemented accordingly, becoming a part of the Agreement and the project shall commence within ninety (90) days of new grant period, which begins July 1, 2009.

H3. ASSURANCES

As the Applicant, the undersigned assures the commitment to compliance with the following Regulations as outlined by HUD:

A. NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

Where necessary, in order to comply with the National Environmental Policy Act (NEPA) directives, applicants shall provide complete and accurate information about environmental issues relating to their proposed activity or project. Such information must be analyzed and demonstrate a thorough investigation of possible or actual implications as a result of the proposed project. Those agencies involved in housing production, rehabilitation and/or development shall document their files demonstrating compliance with NEPA and other environmental laws. Such files shall be complete and in accord with environmental regulations.

B. LEAD BASED PAINT / ASBESTOS

HUD requires proper removal and disposal of lead-based paint as a part of CDBG-assisted renovation/rehabilitation of public facilities built prior to 1978. HUD also requires proper removal and disposal of certain materials, including asbestos, as part of CDBG-assisted renovation/rehabilitation of public facilities. If the proposed project is seeking CDBG Public Facilities funds from the City of Urbana for renovation of an existing building or other public facility, provide photographs, aerial photographs, design specifications, plans/blueprints, elevation drawings, or site surveys to detail information about the proposed renovation.

C. DAVIS BACON AND RELATED ACTS

Whenever the contract/project involves construction work that is valued in excess of \$2,000, Davis-Bacon rates will be applicable. If CDBG funds finance only a portion of a construction work, DBRA and Federal labor standards are applicable to the *entire* construction work.

D. FEDERAL LABOR STANDARDS

Prior to requesting any proposals or sending out bid packets, the Contractor must meet with City staff to determine if Davis-Bacon and/or Section 3 will apply to the Project. If either or both apply, the following checklist outlines the documentation needed in each proposal or bid packet sent to prospective contractors. In addition, prior to signing a contract, each selected contractor's eligibility to work on Federal projects must be determined by City staff to make sure they are not on the "debarred contractors' list." Lastly, the selected general contractor must meet with City staff for a Pre-Construction Conference to go over the required documentation needed for certified payroll, pay request, employee interviews, and lien waivers.

E. UNIFORM RELOCATION ACT

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) 49 CFR Part 24. The URA protects all persons who are displaced by a federally-assisted project regardless of their income. URA requires relocation assistance be provided to any family, individual, or business that must move as a direct result of rehabilitation, demolition, or acquisition for a project in which federal funds are used. Where possible, projects must be designed to prevent or minimize displacement of tenants. Because federal funds administered by the City are made available through this application, any temporary or permanent displacement of tenants must be handled in accordance with all applicable provisions that cover relocation and acquisition of HUD programs.

CHIEF AGENCY OFFICIAL:

Sheila Ferguson
Name (Print)

CEO
Title

Sheila Ferguson
Signature

12/21/2009
Date

BOARD OF DIRECTORS: CHAIRPERSON / BOARD MEMBER:

Jerry Ramshaw
Name (Print)

Board President
Title

Jerry Ramshaw
Signature

12/21/2009
Date

I. APPLICATION RATING SYSTEM

Wille / Lindenberg

INFRASTRUCTURE AND PUBLIC FACILITIES PROJECTS

All applications shall be ranked in terms of how well the proposed project addresses a community development need in the City of Urbana and the degree to which the proposed project furthers that particular strategy/goal as identified in the *City of Urbana Consolidated Plan For Program Years 2005-2009*:

	Points Awarded	Total
<p>Benefit to Low- and Moderate-Income Persons Five (5) points will be given to activities that benefit at least 51% low- and moderate-income persons. Zero (0) points will be given to activities that meet either of the other two National Objectives.</p>	Five (5) points	5
<p>Benefit to Target Areas Activities located within a Target Area will receive the maximum ten (10) points. Activities adjacent to a Target Area will receive seven (7) points. All other activities will receive four (4) points.</p>	Maximum of Ten (10) points	4
<p>Activity Need and Justification: (a) Need: Maximum of 15 Points The activity will be evaluated in terms of the documentation and justification of the need for the activity. Activities with excellent documentation and justification will be awarded the maximum of fifteen (15) points: good - ten (10) points; average - five (5) points; and poor - zero (0) points. (b) Consolidated Plan Priority: Maximum of five (5) Additional Points Activities addressing high priorities, as identified in the Consolidated Plan will be awarded five (5) points.</p>	Maximum of Twenty (20) Combined points	10 + 10
<p>Cost Reasonableness and Effectiveness The activity will be evaluated in terms of: 1) its impact on the identified need; and 2) its implementation costs and funding request relative to its financial and human resources. Evaluation will include the cost incurred per person per unit and the justification for a particular level of funding.</p>	Maximum of Ten (10) points	10
<p>Activity Management and Implementation (a) Management: Maximum of fifteen (15) points Points will be awarded to applicants based on documentation and information provided, showing that the resources needed to manage the proposed activity are available and ready, and that the commitment for operation and maintenance, where applicable, has been certified. In addition, for applicants that have received CDBG funds in the past, their record of maintenance for the funded activity will be evaluated. (b) Implementation: Maximum of fifteen (15) Points Points will be awarded to applicants based on documentation and information provided, showing that the resources, such as funding, site control, etc., needed to implement the proposed activity are available and ready. Maximum points will be given to activities that are ready to move forward quickly. These criteria take into consideration factors that may accelerate or slow down the ability to implement the activity in a timely manner.</p>	Maximum of Thirty (30) points	15 + 15
<p>Experience and Past Performance The experience of the applicant, including the length of time in business and experience in undertaking projects of similar complexity, as the one for which funds are being requested, will be evaluated. In addition, the applicant will be evaluated in terms of its past performance in relation to any local, state, or Federal funding program. The past performance will refer to attainment of objectives in a timely manner and expenditure of funds at a reasonable rate in compliance with contract. Compliance with contract will include, but not limited to, submission of reports and adherence to the scope of services. For those applicants that have not received CDBG funding in the past, allocation of points up to the maximum of 10 points will be awarded, dependent upon thorough documentation of similar past performances submitted with the applicant.</p>	Maximum of Ten (10) points	10
<p>Matching Contributions (Matching contributions must be eligible) (a) Efforts to Secure Other Funding: Maximum of five (5) points. Points will be awarded based on the applicant's efforts to secure other funding for the activity. (b) Matching: Maximum of fifteen (15) points. Points will be awarded based on the ratio of the amount of eligible matching funds to the amount of CDBG funds requested: [1.1 or more: 15 pts]; [.75-1: 10 pts]; [.50-1: 7 pts]; [.25-1: 5 pts]; [less than .25: 0 pts]</p>	Maximum of Twenty (20) points	15 + 5
<p>Environmental Justice Applications will receive five (5) points if the activity promotes environmental justice. Any activity that has a potential adverse impact on the environment or that is adversely affected by the surrounding environment will not be considered</p>	Maximum of Five (5) points	5
<p>Application Completeness Applications will receive up to five (5) bonus points, based on completeness. Applications that have not been signed will not be considered.</p>	Maximum of Five (5) points	5

Total: 94

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

SUBRECIPIENT NAME: Partnership Accounts for Individual Development, nfp (PAID)
PROJECT NO. 1011-CSSP-04
PROJECT ADDRESS 302 North First Street, Champaign IL 61820
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Partnership Accounts for Individual Development, nfp (PAID), an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2010 and ending June 30, 2011, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2010 and ending June 30, 2011 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 2010-2011 CDBG program funds to: This funding will allow Urbana residents to establish long term financial security by the purchase of an asset.
3. The City agrees to grant to the Subgrantee the sum of **One Thousand Seven Hundred Fifty-Three and 00/100 Dollars (\$1,753)**, and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1011-CSSP-04 (hereinafter the "Project").

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. 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 Subrecipient Agreement. 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.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2010 and shall terminate on June 30, 2011, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. 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 the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
18. Upon execution of this Subrecipient 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 described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;

- D. 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 Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.
- 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.
20. 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.
21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

John A. Schneider, Manager
Grants Management Division
Dept. of Community Development Services
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE:

Valerie McWilliams, President
~~Matthew Reese, Program Manager~~
Partnership Accounts for Individual Development, nfp
302 North First Street, Champaign IL 61820

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

CITY

BY: James P. King

DATE: 9/17/10

ATTEST: Phyllis D. Clark

DATE: September 17, 2010

SUBGRANTEE

BY: Valerie

ATTEST: Kathleen A. [Signature]

DATE: 9-2-10



**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, 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 Subgrantee further agrees to the following:

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

Name (Please Print): Valerie McWilliams

Signature: Valerie T. McWilliams

Title: President PAID REP

Date: 9-2-10

**ATTACHMENT B
ASSURANCES**

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

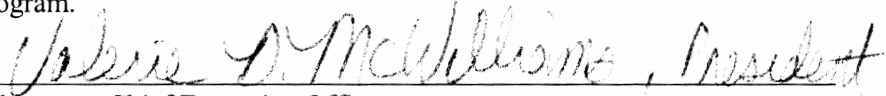
1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances 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 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 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.
- 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 Subgrantee 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 Subgrantee 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 subgrantees 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee, 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, Subgrantee 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 Subgrantee Project No. 1011-CSSP-04 of the Urbana CDBG Program.


Subgrantee Chief Executive Officer


Attest

9-2-10
Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1011-CSSP-04 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. 1011-CSSP-04.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2010 - June 30, 2011.

SCOPE OF SERVICE

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Subrecipient Agreement and attached as Attachment D: Subrecipient Application.

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

A. Program Delivery

The Subgrantee shall provide a suitable living environment which includes increasing access to quality services, by allowing Urbana residents to establish long term financial security by the purchase of an asset.

B. General Administration

The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subgrantee 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.

3. Subgrantee 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 Subgrantee 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:

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$22,750</u>	5	<u>\$35,050</u>
2	<u>\$26,000</u>	6	<u>\$37,650</u>
3	<u>\$29,250</u>	7	<u>\$40,250</u>
4	<u>\$32,450</u>	8	<u>\$42,850</u>

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

Total Number of Persons To Be Served: 10 persons

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

7. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$1,753.00. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee 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 Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein:

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-3900

- A. The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.**
- B. FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income (or comparable) forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
- C. FOR Public Facility Grants: The Subgrantee 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.**
8. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
9. Subgrantee agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31st and June 30th. Final billing requests shall not be processed for payment until a final Progress Report (June 30th) is submitted.

Agreement # 1011-CSSP-04

10. 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.
11. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: Partnership Accounts for Individual Development

Address: 302 N. 1st Champaign IL 61820

Signed by: Valerie D. McWilliams

Title: President

Date: 9-2-10

**ATTACHMENT D:
SUBRECIPIENT APPLICATION**



APPLICATION FOR FUNDING CITY OF URBANA/CUNNINGHAM TOWNSHIP CONSOLIDATED SOCIAL SERVICE PROGRAM FY 2010 - 2011

110

A. AGENCY INFORMATION

1.	Applicant Organization/Legal Name:	Partnership Accounts for Individual Development, nfp
2.	Program to be Funded:	Individual Development Accounts
3.	Amount Requested:	\$ 2,000
4.	Contact Person & Title:	Matthew Reese, Program Manager
5.	Address:	302 North First Street, Champaign, IL 61820
6.	Telephone No:	(217) 356-1351
7.	FAX No:	(217) 356-7621
8.	E-mail Address:	<u>mreese@lollaf.org</u>
9.	Year Established / Incorporated:	2001
10.	Fiscal Year of Agency:	<u>2010</u>
11.	Funding Received from Urbana:	<input type="checkbox"/> Funded in Year: _____ <input type="checkbox"/> Funded FY0910 <input type="checkbox"/> Not Funded FY0910 <input type="checkbox"/> Never Applied for Funding <input type="checkbox"/> No. of Years Funded: _____

PLEASE ATTACH THE FOLLOWING REQUIRED INFORMATION

<input checked="" type="checkbox"/>	Agency Mission Statement / Purpose	<div style="border: 1px solid black; padding: 5px; width: 100%;"> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="text-align: center; font-weight: bold;">APR - 9 2010</p> <p style="text-align: center;">By _____</p> </div>
<input checked="" type="checkbox"/>	Years in Operation	
<input checked="" type="checkbox"/>	Brief Overview of Agency Services & Programs	
<input checked="" type="checkbox"/>	Organization Chart	
<input checked="" type="checkbox"/>	List of Agency Board Members/Officers	
<input checked="" type="checkbox"/>	Copy of Agency Board Meeting Minutes	
<input checked="" type="checkbox"/>	Experience with Federal/State/Local Grant Programs	
<input checked="" type="checkbox"/>	Actual Agency and/or Program Budget for current fiscal year (FY0910)	
<input checked="" type="checkbox"/>	A Preliminary Agency and/or Program Budget for next fiscal year (FY1011)	
<input checked="" type="checkbox"/>	All Agency and/or Program Staff positions by job title, # in each position, & current annual salary amount range	
<input checked="" type="checkbox"/>	Internal Revenue Service Department of the Treasury: Tax Exemption Letter / Proof of 501 (c)(3) status	
<input checked="" type="checkbox"/>	Illinois Department of Revenue Tax Exemption Letter: FEIN Number	

*DEADLINE FOR SUBMISSION OF THE APPLICATION IS 4:00P.M., FRIDAY, APRIL 9, 2010.
NO INCOMPLETE APPLICATIONS, FAX APPLICATIONS, OR LATE APPLICATIONS WILL BE ACCEPTED.

B. PROGRAM INFORMATION

B1. Describe **in detail** the program you are requesting to be funded: Partnership Accounts for Individual Development provides low to moderate income residents of Champaign County with Individual Development Accounts, personal finance education, and one-on-one credit counseling. Individual Development Accounts are custodial savings accounts, through which aspiring asset-owners can receive a one-to-one match on savings toward the purchase of an asset. While saving up to \$2000 over a period of 6 months, participants complete personal finance and asset education and repair their credit. After 6 months the PAID Program provides a match of up to \$2000 toward the purchase of a home, an education, or a small business.

B2 Explain how the funding awarded to your Agency will be use, if funded: The funds will be used entirely for match funds on participant savings accounts.

B3. Program is a: New Program Continuation of Existing Program, started: 2001

o If continuation of existing program, describe the **quantifiable** increase anticipated in service level: A funding award of \$2,000 provided by the Consolidated Social Service grant will sponsor one participant in the program throughout their term.

B4. Identify the number of recipients your program has the capacity to serve: 20

- o Identify the actual total number of persons you are currently serving: 10
- o Of the total number served, identify the number of persons from Urbana currently being served: 5

B5. Does your organization have a waiting list? Yes No

o If yes, identify the number of persons on the waiting list: _____

B6. Is there a fee to participate in the program? Yes No

o If yes, indicate how much and for what purpose: _____

B7. Primary population served: (Please check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Early Childhood (pre-kindergarten) | <input checked="" type="checkbox"/> Adults |
| <input type="checkbox"/> K-12 | <input checked="" type="checkbox"/> Families with children under 18 |
| <input checked="" type="checkbox"/> Young adults (18-25) | <input type="checkbox"/> Senior Citizens (ages 65+) |

B8. Which of the following services will this funding support? (Please check all that apply)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Education | <input checked="" type="checkbox"/> Employment/Job Training | <input type="checkbox"/> Health & Medical/Mental Health |
| <input checked="" type="checkbox"/> Housing/Shelter | <input type="checkbox"/> Food and Nutrition | <input type="checkbox"/> Other (please specify): _____ |

B9. Using the table below, answer the following questions:

FAMILY SIZE	EXTREMELY LOW INCOME 30% MFI	LOW INCOME 50% MFI	MOD INCOME 80% MFI
1	\$13,700	\$22,800	\$36,500
2	\$15,650	\$26,100	\$41,700
3	\$17,600	\$29,350	\$46,950
4	\$19,550	\$32,600	\$52,150
5	\$21,100	\$35,200	\$56,300
6	\$22,700	\$37,800	\$60,500
7	\$24,250	\$40,400	\$64,650
8	\$25,800	\$43,050	\$68,850

a. How many persons in each category does your program serve? b. Of those, how many live in Urbana?

Extremely Low _____ Live in Urbana _____
 Low Income 4 _____ Live in Urbana 3 _____
 Moderate Income 7 _____ Live in Urbana 2 _____

B10a. From **CONSOLIDATED PLAN FOR PROGRAM YEARS 2010-2014: GOALS, STRATEGIES, & ACTIVITIES (Attachment A)**, list the specific strategy or strategies your program addresses.

- Provide decent affordable housing for low and moderate income households. _____
- Address barriers to obtaining affordable housing. _____
- Support community efforts to provide training for low and moderate income residents. _____
- _____
- _____

b. Describe briefly how your program addresses each strategy as noted above:

By providing down payment assistance to first time home buyers. _____
 By combating predatory lending and repairing credit scores. _____
 By providing home buyer education courses and supporting community education efforts. _____

B11. Use **Appendix B: Performance Measures**, as a guide for the following questions:

a. Describe the impact of your activity and the outcome(s) you hope to achieve: The outcome we hope to achieve is to provide housing and credit counseling to low and moderate income residents and increasing home ownership. _____

b. Explain how you will measure the long-term impact of the activity on Clients and/or the Community: Performance will be measured by hours of counseling, class attendance and numbers of home purchases. _____

- a.
- b.

c. Explain the indicators you will use to measure the impact on the Community or on the lives of persons assisted: _____
Indicators will include the number of persons and households assisted, as well as the amount of money distributed to homebuyers.

B12. Will this funding help build capacity in your organization and promote a long-term benefit in the organization or to the individuals that it serves, (i.e can it be leveraged to get other grant funds, does it help build self-sufficiency in your clients?) Please explain: This funding will allow Urbana residents to establish long term financial security by the purchase of an asset.

C. BUDGETARY INFORMATION

C1. ATTACH the following to this application:

- Your actual agency budget for the current fiscal year (FY0910)
- A preliminary agency budget for the fiscal year for which you are applying for funds (FY1011).

C2. Categories which should be addressed in each budget include the following:

Administration		Programming		
Personnel Services:	Materials & Supplies:	Contractual Services:	Capital Outlay:	Case Management:
Salaries & wages, overtime payments, social security, health insurance, fringe benefits	Office supplies, building maintenance supplies, printed materials, gas, oil, food, etc.	Maintenance contracts, printing, postage, insurance, utilities, vehicle repairs, rent, travel and training costs	Vehicles, office and building equipment and furniture	Staff time for services to clients; case management services provided

C3. What percentage of your organization's budget is allocated to Administration compared to Programming? (See above)

Administration: 21% % Programming 79% %

C4. What percentage of your program is part of the overall agency budget? 100% %

C5. Please explain how partial funding will impact your agency or program: Partial funding will directly reduce the number of participants who are able to participate in the program and receive down payment assistance.

D. REVENUE FUNDING SOURCES

D1. List the name of all funding sources and amount received for the Agency and/or Program for each fiscal year listed; include all government funding from Federal, State, County, and other Cities.

Funding Source	Amount Received	
	FY0809	FY0910
City of Urbana/Cunningham Township	1700	1700
Illinois Disciples Foundation	0	4762
Buse y Bank	1500	1500
Orang e Krush Foundation	1500	1900
Total Revenue Sources		

D2. List the name of the funding source and the requested amount for next fiscal year (FY 1011). Enter the type of funding received from funding source: **Cash (C), In-kind (I), or Grant (G)**. Enter the status of the funding commitment by entering the appropriate option from the following list of choices: **Funding Secured (FS), Awaiting Final Approval (AFA), Awaiting Response (AR), or Status Unknown (SU)**.

Funding Source	Requested Amount (FY1011)	Type	Commitment Status
Requested from City of Urbana/Cunningham Township	2000	grant	none
B usey Bank	1500	gift	none
Orang e Krush		grant	none
Il linois Disciples Foundation		grant	none
Total Agency/Program Anticipated Budget for FY0910			

E. AUTHORIZATION AND SIGNATURE SHEET

- E1. We, the undersigned duly-authorized agents of (name of organization) Partnership Accounts for Individual Development, nfp
- A. Do hereby state, to the best of our knowledge, the information contained in this application for the City of Urbana/Cunningham Township Consolidated Social Service Funding (CSSF) grant is true and correct.
 - B. Understand the City of Urbana General/Cunningham Township funds are disbursed on a quarterly basis and that the Community Development Block Grant (CDBG) portion of the CSSF funds are disbursed on a reimbursement basis, and assure that the funds will be administered appropriately.
 - C. Understand the laws and regulations of the US Department of Housing & Urban Development (HUD), the City of Urbana, and/or Cunningham Township will govern any CSSF funding resulting from this application.
 - D. Agree to enter into an Agreement with the City of Urbana for its FY 2010-2011 CSSF grant and will adhere to all Program requirements, as stated in Contract/Agreement.
- E2. If a grant is awarded on the basis of this application, all project information detailed in the application will be implemented accordingly, becoming a part of the Contract/Agreement, and the project shall commence within ninety (90) days of new grant period, which begins July 1, 2010, once contracts/agreements are approved by the appropriate City Commission and the Urbana City Council/Cunningham Township Board.

CHIEF AGENCY OFFICIAL:

Matt Reese
Name (Print)

Matt Reese
Signature

Program Manager
Title

4/9/10
Date

CHAIRPERSON / BOARD MEMBER OF BOARD:

Valerie McWilliams
Name (Print)

Valerie McWilliams
Signature

President
Title

4-9-10
Date

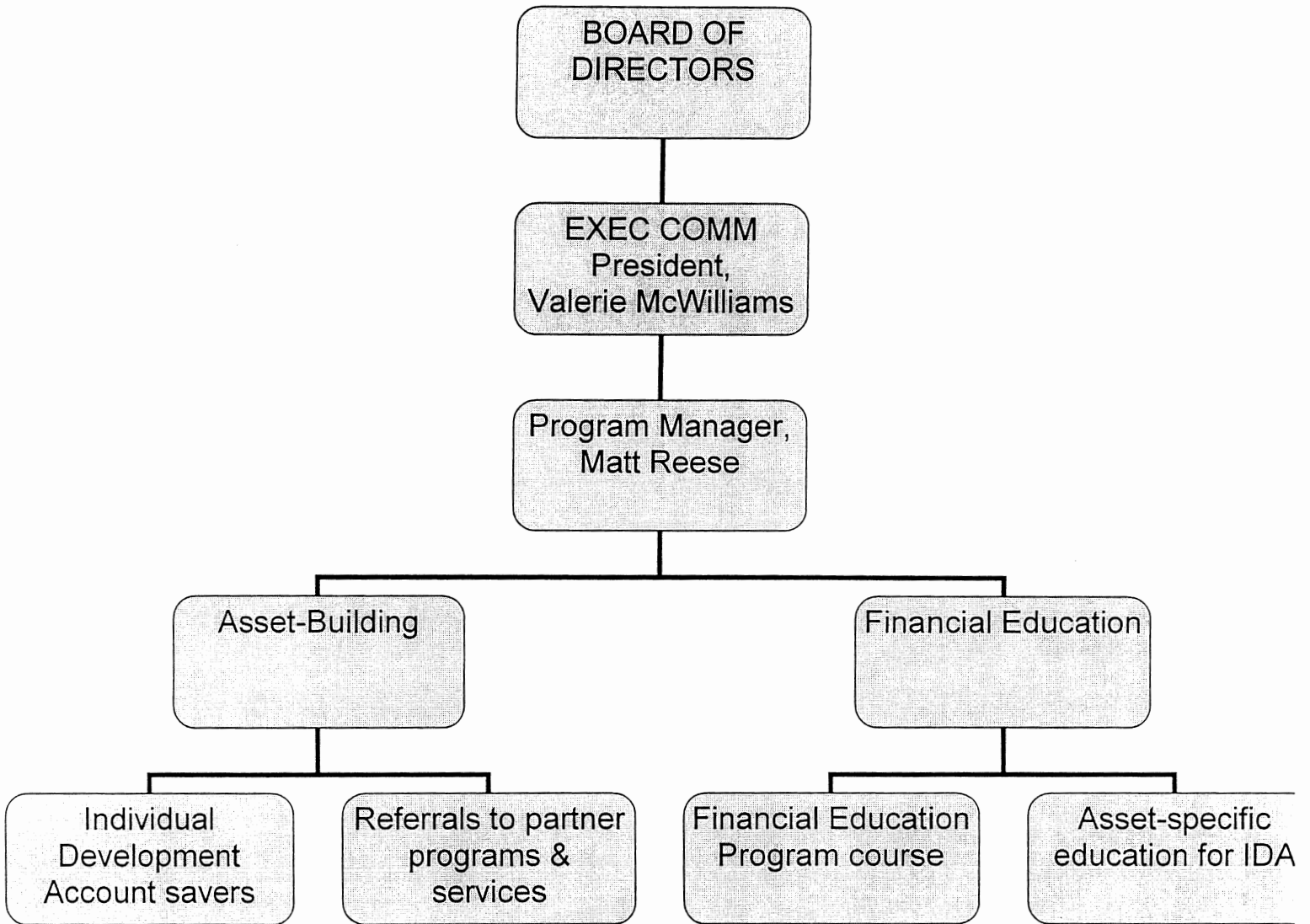
Mission Statement

Partnership Accounts for Individual Development, nfp. (PAID) is a not for profit corporation whose mission is to support Individual Development Accounts (IDA's) and to offer financial literacy education to low- and moderate-income families.

Overview of Services and Programs

Partnership Accounts for Individual Development, nfp, (PAID) is a non-profit organization that works to support individual development accounts (IDAs) for asset acquisition. IDA's are matched savings accounts that can be used to fund assets such as home-ownership, secondary-education and small business development. The PAID program also works to increase financial literacy among low and moderate income families. Through partnerships with various community organizations, the PAID program facilitates several financial education courses each year.

Participants in the PAID program must meet certain income requirements and demonstrate the ability to save for long-term goals and work on repairing their credit. As a prerequisite, participants attend 12 hours of money management classes. After completion of these courses, participants take six hours of asset-specific education, such as a home-ownership class for those wishing to purchase a home. While taking these asset-specific classes, participants open and make regular deposits, up to \$2,000, in to a savings account. These savings are matched by the PAID program, \$1 for every \$1 saved by the participant, for purchase of their chosen asset.



Agency Board Members and Officer

Valerie McWilliams, President
Land of Lincoln Legal Assistance Foundation
1817 S. Neil Street, Suite 203
Champaign, IL 61820
(217) 351-1351
(217) 351-7621 fax
vmcwilliams@lollaf.org

Sheila Dodd, Treasurer
City of Champaign – Neighborhood Services Dept.
102 N. Neil St.
Champaign, IL 61820
(217) 403-7070
(217) 403-7090 fax
sheila.dodd@ci.champaign.il.us

David Gillon
Busey Bank
909 W. Kirby Ave.
Champaign, IL 61821
(217) 326-5241
(217) 326-5282 fax
dgillon@busey.com

Maurice Bouslog
701 Devonshire Dr.
Champaign, IL 61820
(217) 351-7100
(217) 351-7818 fax
Maurice_bouslog@admworld.com

PAID Board of Directors Meeting
Land of Lincoln Office, February 26, 2009, 8:30am

Present: Valerie McWilliams, President; Cyndi Geerdes, Secretary; David Gillon, Board Member; Sheila Dodd, Treasurer; Maurice Bouslog, Board Member; Matt Reese, Program Manager.

I. Introductions

II. Approval of Minutes

- a. The March 17, 2008 minutes were approved as amended.

III. History of PAID

- a. President Valerie McWilliams gave a brief history of the PAID program, how it started and what its mission is.

IV. Updates

- a. The PAID Program enters 2009 with an operational liquidity of \$66,264, all from local contributions and interest earned on PAID accounts. We are no longer funded or regulated by AFIA.

Currently 10 participants are actively enrolled in the program, all of whom are saving toward the purchase of a new home. Of those 10, three applicants hope to close on a home within the next month. Seven additional applicants have begun attending personal finance classes and are on the path to opening PAID accounts.

PAID is offering free personal finance courses every Tuesday evening throughout the spring at the Land of Lincoln Legal Assistance Foundation. The classes cover topics including credit repair, savings and investing strategies, home purchase, and purchasing used cars.

The PAID Program is currently in the process of hiring a new Americorps VISTA for the 2009/2010 service term to act as program manager.

V. Election of Officers and Directors

- a. Cyndi Geerdes announced her resignation from the office of Secretary effective March 15, 2009.

- b. The board voted to appoint Maurice Bouslog as Secretary when Cyndi's resignation becomes effective. In that capacity, he will also serve on the Executive Committee along with Sheila and Val.

- c. The board decided to approach Scott Olthoff from Salt and Light Ministries to replace Cyndi as the eighth board member. Also considered were Steve Ayers and Nathaniel Banks.

- d. Conflict of Interest statements will be signed at the next board meeting.

VI. Budget Review and Approval of New Budget

- a. The Program Manager compared the projected budget from 2008 with the actual budget from 2008. There were more asset purchases in 2008 than expected as well as more donations and grants.
- b. The board also amended a proposed budget for fiscal year 2009.

VII. Changing Asset Building Climate

- a. The Board discussed changes in the local economic climate and appropriate uses of the remaining PAID funds. It was generally agreed upon that PAID should move away from the use of funds to match down-payments and other large asset purchases, and instead to pursue the implementation of employer-based financial wellness or other strategies that incentivize credit repair generally and not just in the context of home purchase.
- b. The Program Manager will approach Kevin Davy with AssetsIllinois about using that program to continue offering down-payment assistance in Champaign County.

VIII. Calendar Items

- a. Next meeting will be in June.
- b. The next executive committee meeting will be on March 24, 2009.

IX. Adjournment

- a. There being no further business to discuss, the meeting was adjourned at 10 am.

Respectfully Submitted,

Cynthia Geerdes, Secretary

**Profit and Loss for 2009
January-December**

Income

Carryover Balance as of December 31, 2008 66,264

Grants

Illinois Disciples Foundation	5,000
City of Urbana	1,700
Orange Krush	1,900
Total Grants	8,600

Donations

Busey Bank	1,500
Total Donations	1,500

Interest	2,215
Total Interest	2,215

Total Income	78,579
---------------------	---------------

Net Gain (Loss)	59,695
-----------------	--------

Carryover Balance to 2009	59,695
---------------------------	--------

Expenses

Asset Purchase

Education	0
Other Assets	0
Home	7,123
Total Asset Purchase	7,123

Contract Labor

Financial Education Instructor	0
VISTA Cost Share	6,143
Total Contract Labor	6,143

Financial Education

Materials	25
Food	0
Total Financial Education	25

Administrative

Filing Fee	25
Postage and Delivery	0
Office Supplies	0
Telephone	540
Meals at meetings	63
Total Administrative	628

IDF Campaign

Website	150
Busboards	1,065
Billboards	3,750
Total IDF Campaign	4,965

January-December

Total Expense	18,884
---------------	--------

**Proposed Budget 2010
January-December**

Income

Carryover Balance as of December 31, 2009 59,695

Grants

City of Urbana	1,700
Orange Krush	1,900
Illinois Disciples Foundation	4,762
Total Grants	8,362

Donations

Busey Bank	1,500
Total Donations	1,500

Interest

Interest	1,990
Total Interest	1,990

Total Income	71,547
---------------------	---------------

Net Gain (Loss)	36,530
Carryover Balance to 2011	36,530

Expenses

Asset Purchase

Graduation Bonuses	8,000
Education	6,000
Home	10,000
Total Asset Purchase*	24,000

Contract Labor

VISTA Cost Share	6,180
Total Contract Labor	6,180

Financial Education

Materials	0
Total Financial Education	0

Administrative

Filing Fee	25
Postage and Delivery	0
Office Supplies	0
Telephone	0
Meals	50
Total Administrative	75

Anti Payday Loan Campaign

Billboards	3,762
Bus-boards	1,000
Total Payday Loan Campaign	4,762

Total Expense	35,017
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Program Staff List

<u>Staff</u>	<u>Positions</u>	<u>Salary</u>
Program Manager (AmeriCorps VISTA Volunteer)	1	\$6180

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 17 2002

PARTNERSHIP ACCOUNTS FOR
INDIVIDUAL DEVELOPMENT NFP
115 N NEIL ST STE 401
CHAMPAIGN, IL 61820

Employer Identification Number:
37-1412444
DLN:
17053067020002
Contact Person:
DEBORAH C MOMON-TOWNSEND ID# 75070
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
June 22, 2001
Advance Ruling Period Ends:
December 31, 2005
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

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a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period

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that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories

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showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations

Enclosure(s):
Form 872-C