

RESOLUTION NO. 9596-R20

A RESOLUTION
APPROVING AND AUTHORIZING EXECUTION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
WITH URBANA TEEN OUTREACH CENTER
UNDER THE NEIGHBORHOOD ORGANIZATION GRANT PROGRAM FY1995-1996

WHEREAS, on May 15, 1995, the City Council of the City of Urbana, Illinois, adopted a 1995-1996 Community Development Block Grant Program and budget which authorized establishment of a neighborhood organization grant program to encourage formation of representative neighborhood-based organizations and to assist such organizations in building their capacity to provide services to their constituent residents; and,

WHEREAS, said application for Community Development Block Grant funds has subsequently been approved by the U. S. Department of Housing and Urbana Development and, therefore, Community Development Block Grant funds have been made available to the City of Urbana for the Neighborhood Organization Grant Program; and

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to Subrecipients for purposes of facilitating organizational development and service delivery; and

WHEREAS, on December 12, 1995, the Urbana Community Development Commission reviewed Neighborhood Organization Grant proposals and recommended funding the application of Urbana Teen Outreach Center to the Urbana City Council.

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

1. That the City Council hereby approves the Community Development Block Grant Subrecipient Agreement with Urbana Teen Outreach Center, attached hereto and incorporated

herein, for Two Thousand Five Hundred Dollars (\$2,500), for purposes of implementing neighborhood organizational and service activities proposed by the organization in its application for Community Development Block Grant funds.


2. That the Urbana City Council authorizes the Mayor of the City of Urbana to execute said Community Development Block Grant Subrecipient Agreement on behalf of the City.

PASSED by the City Council this 16th day of January, 1996.

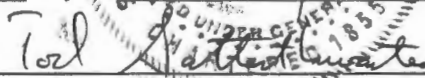
AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINS:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 19th day of January, 1996.


Tod Satterthwaite, Mayor

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBGRANTEE AGREEMENT

THIS AGREEMENT, made and entered into as of the 2nd day of January, 1996, by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and Urbana Teen Outreach Center, an Illinois Not-For-Profit Organization (hereinafter referred to as the "Subgrantee").

WITNESSETH:

WHEREAS, the City has been designated as an "Entitlement" by the U. S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and the City will receive an entitlement of funds during the period July 1, 1995 - June 30, 1996, pursuant to the Community Development Block Grant Program (hereinafter referred to as the "CDBG Program"); and,

WHEREAS, the Urbana City Council has adopted a 1995-1996 CDBG Program and budget which authorized establishment of a neighborhood organization grant program to encourage formation of representative neighborhood-based organizations and to assist such organizations in building their capacity to provide services to their constituent residents; 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 facilitating organizational development and service delivery; and,

WHEREAS, the City, as a condition of its assistance to the Subgrantee and in accordance with regulations of the Community Development Block Grant Program, requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

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

1. The preamble set forth above is hereby incorporated and made part of the Agreement.
2. The City does hereby agree to make a grant to the Subgrantee in the sum of Two Thousand Five Hundred Dollars (\$2,500). Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 9596-09.
3. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine Subgrantee records and to conduct any other procedures and practices to assure compliance with this 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.
4. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the Federal, State, County, and local

government which may in any manner effect the performance of the Agreement, and the Subgrantee shall be liable to perform all acts to the City in the same manner the City performs these functions to the Federal government.

5. The Subgrantee shall complete Attachment "B", Assurances, and submit said document to the City as a condition of final execution of this Agreement.
6. The Subgrantee shall complete Attachment "C", Statement of Special Conditions, and submit said document to the City as a condition of final execution of this Agreement.
7. The Subgrantee represents to the City that the aforesaid project shall terminate on or before June 30, 1996, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
8. The Subgrantee shall not assign this Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Agreement, either in whole or in part, or any interest therein, which shall be due or become due to the Subgrantee, shall be of no force and effect.
9. The 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. After execution of this Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions (See Attachment "C");
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all Federal regulations;
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Community Development Division and HUD.
15. The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee does not correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Agreement by written notice.
16. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

Karen M. Rasmussen
Grants Coordinator I
City of Urbana
Grants Management Division
115 West Main Street
P.O. Box 946
Urbana, Illinois 61801

TO THE SUBGRANTEE:

Frankie Johnson/Ethel Bridgewater
Urbana Teen Outreach Center
1415 North Romine Street
Urbana, Illinois 61801

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

CITY

BY:

T. Lattesthwaite

ATTEST:

Phyllis D. Clark *by*
Robert J. Roberts, Deputy Clerk

SUBGRANTEE

BY:

Frankie M. Johnson

ATTEST:

Martha M. Carter

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subgrantee further agrees to the following:

- (1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
- (2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;
- (4) 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.
- (5) It shall abide by local regulations cited in the Urbana Human Rights Ordinance regarding equal employment.

Name of Subgrantee: Urbana Teen Outreach Center

Address: 1415 North Romine Street, Urbana, Illinois 61801

Signed By: Frankie M. Johnson

Title: President

Dated: 1-29-96

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 low- or very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to low- or very low-income families when administering the Subgrantee program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of Federal Management Circulars 74-4 and 74-7 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 Federal Management Circular 74-7.
6. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

- C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
7. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
9. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subgrantee Project No. 9596-09 of the Urbana CDBG Program.

Frankie M. Johnson
Subgrantee Chief Executive Officer

Dorothy M. Carter
Attest by Subgrantee Official

1-29-96
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. 9496-09 pursuant to this Agreement.

The following conditions, in addition to those established in the attached City of Urbana Guidelines for Neighborhood Organization Grant Program, 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. 9596-09.

1. This Agreement is intended to fund administrative and service delivery costs associated with nineteen (19) program sessions scheduled between January 5 and May 31, 1996 by Subgrantee, subject to Mayoral authorization.
2. Funds received by Subgrantee pursuant to this Agreement shall be used as follows.

Liability Insurance	\$ 516
Janitorial Services (\$15/hr. for 2 hours for 19 sessions)	570
Program Managers (\$6/hr. for 3 hours for 2 employees for 19 sessions)	684
Accounting Services	200
Postage & Copier Costs	20
Bank Service Charges	24
Refreshments & Kitchen Supplies	300
Volunteer Appreciation Banquet	60
Cost Overruns	<u>126</u>
	\$2,500

The project budget may be modified upon written approval of the City within the parameters of the total project grant allocation.

3. Subgrantee shall monitor records of all activities funded pursuant to this Agreement, including copies of all invoices and receipts, for a period of three years from the termination of the project. These records shall be available for inspection upon request by the City or HUD.
4. Subgrantee shall submit a written report of activities undertaken pursuant to this Agreement no later than June 30, 1996.
5. The City shall reimburse Subgrantee up to \$2,500 for activities undertaken pursuant to this Agreement. The City shall either pay directly to Subgrantee's vendor via two-party check upon submittal of invoice from the vendor or to Subgrantee upon submittal of receipts for services purchased

by Subgrantee. The City shall make such payments available to Subgrantee within 14 calendar days of receipt of an acceptable itemized billing from Subgrantee.

6. Subgrantee shall maintain financial records financial records in accordance with the applicable Federal OMB Circular and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

Name of Subgrantee: Urbana Teen Outreach Center
Address: 1415 North Romine Street, Urbana, Illinois 61801
Signed By: Frankie M. Johnson
Title: President
Date: 1-29-96

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

PURPOSE

- (1) to encourage formation of representative neighborhood-based organizations;
- (2) to assist neighborhood-based organizations in building their capacity to provide services to their constituent residents and to further the City's community development goal of creating viable urban neighborhoods;
- (3) to increase involvement by residents in issues pertaining to neighborhood development and city service provision;
- (4) to enhance the identity of individual neighborhoods within the Grants Management Division Target Area.

FUNDING

\$5,000 budgeted in the City's Annual Action Plan (Community Development Block Grant Program); eligible under 24 CFR 570.205 (Eligible planning, Urbana environmental design and policy-planning-management-capacity-building activities)

ELIGIBLE ORGANIZATIONS

To be eligible for funding through this program, organizations must meet the following criteria:

- geographically-based neighborhood organization
- organization must be based in and serve residents of the Community Development Target Area
- serving Urbana-Champaign, however fund may only be used to support activities in Urbana; organizations serving only Urbana neighborhoods will receive priority for funding over organizations serving neighborhoods outside Urbana corporate limits
- registered or eligible for registration as a non-profit corporation with the State of Illinois
- organization Bylaws provide that membership is open to all residents of the area represented by the organization and that members have a voice in determination of leadership and in organizational affairs
- may be either single-purpose or general-purpose organization
- organization must submit with its grant application an organizational registration form including declaration of purpose, identification of service area, identification of officers, identification or membership (if other than all residents of the service area), contact person (with address and telephone number), financial agent (with address and telephone number)

INELIGIBLE ORGANIZATIONS

- organizations that do not meet the criteria listed above, including organizations not providing for representation and participation by residents
- governments or quasi-governmental organizations

ELIGIBLE USES OF FUNDS

- expenses related to filing for non-profit status, including legal consultation
- expenses related to filing for 501(c)(3) status, including legal and accounting consultation
- expenses related to organization development such as postage, printing, and rental of meeting space (NOTE: expenses related to rental of meeting space shall be limited to 5% of grant funds)
- expenses related to development of neighborhood plans including staff and consulting fees, however funds may not be used to retain legal services in connection with litigation against the City
- expenses related to establishment of financial control systems
- expenses related to investigating the activities and structure of service delivery organization such as community development corporations

INELIGIBLE USES OF FUNDS

- engineering, architectural, and design costs related to a specific activity (e.g., detailed engineering specifications and working drawings)
- expenses related to implementation of neighborhood improvement projects
- expenses related to lobbying; for purposes of the Neighborhood Organization Grant program, lobbying shall be defined as including the following activities:
 - * any activity related to the election or appointment of an individual to public office, including , but not limited to,
 - contributions to campaign funds
 - solicitation in an attempt to influence the outcome of an election for public office
 - preparation and dissemination of campaign materials
 - * sponsorship of candidate forums
 - * sponsorship of voter registration drives
 - * provision of transportation to polling places
 - * contributing financially to elected or appointed public officials in an attempt to influence legislation
 - * hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials
- expenses related to dissemination of false information
- expenses related to litigation against the City
- expenses related to producing written materials that do not prominently state the name of the organization disseminating the information
- expenses related to repetitive communications with elected officials for the purpose of influencing a vote on a matter of public policy, except communication directly from the organization to elected officials if the information is completely educational in nature
- papering windshields with flyers, meeting notices, or other information

GENERAL REQUIREMENTS

- maximum \$2,500 grant per organization per program (fiscal) year; additional funding rounds will be made available if funds allow
- an organization will be funded at 100% for the first year of application; a second year of application (given availability of funds) would be funded at 50% with an equal amount of matching funds required from the organization; additional funding years would be considered on a case-by-case basis
- organizations receiving grants will be required to follow Community Development Block Grant regulations
- grant awards will be issued to the grantee organization rather than to an individual organization member (even if an officer)
- organizations receiving grants will be encouraged to file as not-for-profit corporations with the State of Illinois during the term of the grant program if not so registered at the time of funding award
- multiple organizations from the same service area may receive funds, however, funding of organizations in all portions of the Community Development Target Area will be a priority when making funding decisions

Revisions

Approved Urbana Community Development Commission, by unanimous vote, October 24, 1995

Approved Urbana City Council, January 17, 1996