

RESOLUTION NO. 2018-09-043R

**A RESOLUTION APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT**

**(Urbana Park District Youth Summer Employment Program,
Project No. 1819-CSSP-02)**

WHEREAS, On May 21, 2018, the Urbana City Council passed Resolution No. 2018-05-018R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2018-2019 authorizing certain activities under the Public Service Activity Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing One Thousand Five Hundred and 00/100 dollars (\$1,500.00) in Community Development Block Grant funds to the Urbana Park District Youth Summer Employment, to assist with hiring youth for summer staff positions, 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.

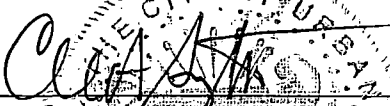
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 17th day of September, 2018.

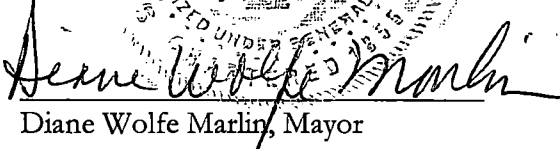
AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:


Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 19th day of September, 2018.


Diane Wolfe Marlin, Mayor

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

SUBRECIPIENT NAME: Urbana Park District
PROJECT NAME: Youth Summer Employment
PROJECT NO. 1819-CSSP-02
PROJECT ADDRESS: 303 W. University Ave, Urbana, IL 61801
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT (hereinafter, "Agreement"), made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Urbana Park District, an Illinois Not-For-Profit Organization (hereinafter the "Subrecipient).

WITNESSETH

WHEREAS, the City of Urbana (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the 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, 2018 and ending June 30, 2019, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the fiscal year beginning July 1, 2018 and ending June 30, 2019 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the general Urbana, Illinois area; and,

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

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

NOW, THEREFORE, in exchange of good, valuable and mutual consideration which the parties hereto acknowledge as having in hand received and for the exchange of the terms, conditions and covenants contained herein the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated into and made part of the Subrecipient Agreement.
2. The purpose of this Agreement is to pledge FY 2018-2019 CDBG program funds to: Provide funds for summer youth employment.

3. The City agrees to grant to the Subrecipient the sum of **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)** and the Subrecipient agrees to abide by all regulations associated with the CDBG Program and to use said funds for the purpose of carrying out Subrecipient Project No. 1819-CSSP-02 (hereinafter the "Project") as described in the above Paragraph 2.
4. The Subrecipient 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 as delineated in Paragraph 2. Subrecipient understands and agrees that funding in the full amount of this Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Agreement could cease or be reduced without advance notice.
5. The City and the Subrecipient agree that no change, amendment, or modification to this Agreement shall become effective unless previously made in writing and executed by both the City and the Subrecipient.
6. The Subrecipient agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and conduct any other procedures and practices to audit and assure compliance with this Agreement and applicable HUD regulations. The Subrecipient shall execute and abide by the terms of Attachment A (Equal Employment Opportunity Certification) to this Agreement and with all City of Urbana Affirmative Action requirements.
7. The Subrecipient shall complete and adhere to Attachment B (Assurances) to this Agreement and shall submit said Attachment B to the City as a condition of final execution of this Agreement.
8. The Subrecipient shall complete and adhere to Attachment C (Statement of Special Conditions) to this Agreement and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subrecipient shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subrecipient with respect to the Agreement.
10. The Subrecipient represents to the City that the Project shall begin on July 1, 2018 and shall terminate no later than June 30, 2019, unless otherwise extended in a written modification to this contract executed by the City and Subrecipient.
11. The Subrecipient shall not assign this Agreement nor any part hereof and the Subrecipient shall neither 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, without prior written consent of the City shall be of no force or effect.
12. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement to another person without the prior express written consent of the City and authorization of HUD. In the event Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in determining to whom any such assignment of its rights, duties and/or obligations will be made.

13. 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.
14. This Agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control nor does this Agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing and Community Development Act of 1974, as amended.
16. Subrecipient hereby agrees to and does indemnify, defend and hold harmless the City and its elected officials, appointed officers, employees, independent contractors, and/or vendors from and against any and all claims, causes, actions, causes of action, suits, judgments, orders, decrees, liabilities, and defenses which arise out of or which are or may be directly or proximately caused by any intentional, willful, wanton, grossly negligent, and/or negligent act or omission by the Subrecipient or any of its governing board members, officers, employees, or agents. Nothing herein shall require the Subrecipient to indemnify, defend, or hold harmless the City or any of its elected officials, officers, employees, independent contractors, or vendors from and against any claim, cause, action, cause of action, suit, judgment, decree, liability, or defense which arises out of or which is directly or proximately caused by an intentional, willful, wanton, grossly negligent, and/or negligent act or omission the City or any of its elected officials, appointed officers, employees, independent contractors, and/or vendors.
17. It is mutually understood and agreed that the Subrecipient shall have full control of the ways and means of performing the services provided for herein, subject to guidelines established in Attachment C. Neither the Subrecipient nor any of its employees, representatives, subcontractors, or agents shall be deemed or construed to be employees of the City.
18. Subrecipient agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any individual who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or the City.
 - C. Upon written request, exceptions to these conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the

disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. Any determination regarding a conflict of interest made by the City shall not be deemed, construed or interpreted as binding upon HUD.

19. Upon execution of this Agreement, including the required submission of all required attachments, the City and the Subrecipient shall adhere to the following:
 - A. The City and Subrecipient shall adhere to all special conditions described in Attachments A, B, and C of this Agreement;
 - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County based firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;
 - D. The Subrecipient 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 during the Subrecipient's normal business hours.
 - E. The Subrecipient 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 Subrecipient 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. Subrecipient agrees that client information collected pursuant to this Agreement shall be maintained in a secure and confidential manner, 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.
20. A default on this Agreement shall constitute any failure or refusal to perform any obligation which either party to this Agreement is obligated to perform. The failure to correct any such default in a reasonably timely manner shall constitute a breach of this Agreement.
21. In the event that the City believes that the Subrecipient has defaulted on any obligation required of it under this Agreement, the City shall provide the Subrecipient with a written notice which describes the nature of the default and the Paragraph of this Agreement believed to be in default. The Subrecipient shall have fourteen (14) calendar days in which to (i) fully cure the default; (ii) submit a plan of correction which specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) which provides evidence insofar as why the Subrecipient believes it is not in fact in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion may accept, reject or provide an alternative plan of correction. The City's discretion shall be final. In the event that the Subrecipient fails to correct the default as hereinbefore provided, the Subrecipient shall be deemed in breach of the Agreement.

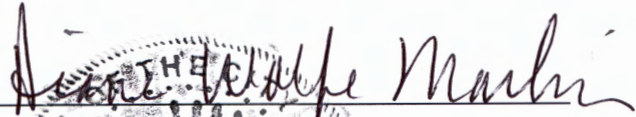
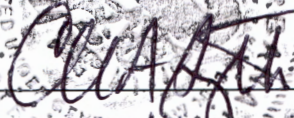
22. In the event of a default or breach of this Agreement, the City shall have the right to take one or more of the following actions:
- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - E. Reduce or recapture the grant authorized herein;
 - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
 - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. Subrecipient shall submit regular quarterly 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. Nothing herein shall be deemed, construed or interpreted as prohibiting the City from requesting and the Subrecipient from providing Progress Reports on a more frequent basis or when requested.
24. Notices and communications under this Agreement shall be directed as follows:
- TO THE CITY: Sheila Dodd, Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
- TO THE SUBRECIPIENT: Ellen Kirsanoff, Development Manager
Urbana Park District
303 W. University Ave.
Urbana, Illinois 61801
25. Any notice required to be given pursuant to this Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
 - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.

C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

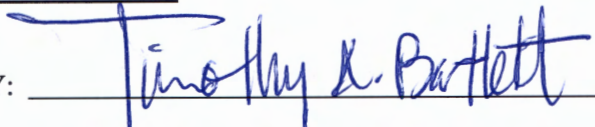
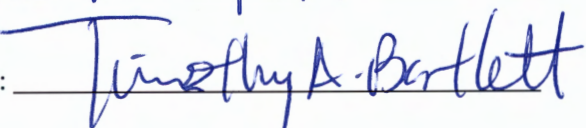
26. In the event of a dispute between the parties to this Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In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

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

CITY

BY: 
DATE: 15 Feb 2019
ATTEST: 
DATE: 2/18/2019

SUBRECIPIENT

BY: 
DATE: 2/12/19
ATTEST: 
DATE: 2.12.19

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subrecipient of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient further agrees to the following:

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

Name (Please Print):

Signature:

Title:

Date:

Timothy Bartlett
Timothy A. Bartlett
Executive Director
2.12.19

**ATTACHMENT B
ASSURANCES**

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

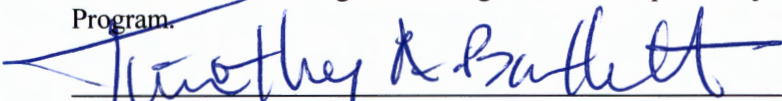
1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.

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

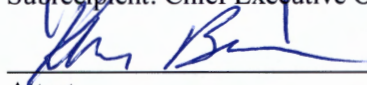
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business 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 Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 1819-CSSP-02 of the Urbana CDBG Program.



Subrecipient: Chief Executive Officer



Attest

2.18.19

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 1819-CSSP-02 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 1819-CSSP-02.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2018 - June 30, 2019.

SCOPE OF SERVICE

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

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

A. Program Delivery

The Subrecipient shall provide a suitable living environment which includes increasing access to quality services. Services provided by the agency include programs that aim to connect youth to anything they need to be resilient, resourceful, responsible, and restored to positive community involvement.

B. General Administration

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

3. Subrecipient certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$43,350</u>	5	<u>\$66,900</u>
2	<u>\$49,550</u>	6	<u>\$71,850</u>
3	<u>\$55,750</u>	7	<u>\$76,800</u>
4	<u>\$61,900</u>	8	<u>\$81,750</u>

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: Expect to serve 41 persons this year
 - B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$1,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
 - B. **FOR Public Service Grants: With each subsequent request for reimbursement on a quarterly basis, Subrecipient 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 Subrecipient). Ethnic information for each person served shall also be submitted.**
 - C. **FOR Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
 7. Subrecipient agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
 8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

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

Name of Subrecipient: Urbana Park District

Address: 303 W. University Ave., Urbana

Signed by: Timothy A. Bartlett

Title: Executive Director

Date: 2-17-19

**ATTACHMENT D
SUBRECIPIENT APPLICATION**