



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Urbana City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Breaden Belcher, Community Development Specialist

DATE: February 3, 2022

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA
NEIGHBORHOOD CONNECTIONS – COMMUNITY STUDY CENTER

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA
NEIGHBORHOOD CONNECTIONS – URBANA YOUTH DEVELOPMENT
PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – STEAM
GENIUS DBA HIP HOP EXPRESS

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – HV
NEIGHBORHOOD TRANSFORMATIONS – TEEN SUMMIT PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – DON
MOYER BOYS AND GIRLS CLUB – TRANSPORTATION FOR URBANA
YOUTH

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – DON
MOYER BOYS AND GIRLS CLUB – CU TOGETHER SUPPORT PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT –
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION -- YOUTH
ASSESSMENT CENTER

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – THE
WELL EXPERIENCE – FAMILY CARE PROGRAM

Introduction

This memorandum provides funding recommendations to the Urbana City Council for social services agencies who have applied to the Youth Services Grant program. This program utilizes funding from City of Urbana general funds and Community Development Block Grant (CDBG) funds. Staff will award grants based on a fair application and review process, and approval from the Community Development Commission and City Council.

Through this grant opportunity, the City of Urbana seeks to fund programs that support the health, wellness, and opportunity for Urbana youth from early childhood (Kindergarten, Pre-K) through 22 years of age. Each program that staff recommends for funding has demonstrated the commitment and ability to target Urbana youth from low-income families with the goal of having a lasting impact in the community. Youth Services funding can be used to support programming costs and staff support.

Background

In September 1996, the City of Urbana and Cunningham Township established a Consolidated Social Service Fund (CSSF) to provide grants to non-profit organizations that sponsor social services for Urbana residents. The consolidated fund combined City of Urbana general funds, Cunningham Township general funds, and City of Urbana CDBG funds. In May 2021, Cunningham Township restructured their social service spending, therefore, the CSSF program was suspended for FY 2021-2022.

In order to replace the CSSF in FY 2021-2022 and direct social service spending to a priority need in the community, City staff requested direction from City Council, the Community Development Commission, and the public. In February 2021, the Community Development Commission identified youth programming as the priority for allocation of these funds. On November 8, 2021, staff presented the program to City Council and received additional direction on Council priorities. Youth programming is also consistent with the community needs identified in the 2020-2024 Consolidated Plan. During the consolidated planning process, City staff actively sought public input, and incorporated this input into the final version. Staff attended over 25 events to gather citizen feedback on community needs, disseminated a survey of 20 open-ended questions as well as gathered demographic information on the participants. City staff received over 132 surveys from residents.

Methodology

Staff solicited applications by engaging with previous CSSF grantees, and by sharing information on the application process through social service groups such as the Champaign County Continuum of Service Providers to the Homeless and the Human Services Council. Applications opened on November 15, 2021 and closed on December 17, 2021. Staff held a technical assistance session on November 19, 2021 to provide additional information to potential applicants and to answer questions about the program. The presentation materials as well as a FAQ document were available to grantees on the City's website.

City staff received applications from eight agencies to fund 10 programs. On January 19, 2022, staff convened a committee to review and score applications. The Committee consisted of Councilmember Maryalice Wu, Community Engagement Coordinator Lemond Peppers, Sheila Dodd, and Breaden Belcher.

The Committee utilized a scoring tool to evaluate applications and determine funding allocations. This tool was provided to applicants beforehand. The narrative section of the application guided the Committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to very-low income Urbana residents.

The Committee based funding recommendations on how closely the applicant's proposal met at least one of the applicable Council Goals and Priorities and/or key service areas as expressed in the Youth Services Grant Guiding Principles. The Committee also prioritized a program's ability to fill existing gaps in services to extremely low and low-income persons when determining funding allocations.

Due to funding availability, not every program can be funded at 100% of the original request. The Committee determined recommended funding amounts based on the scoring tool, which prioritizes the number of residents served by the program and anticipated long-term impact of the program. The Committee does not recommend funding two programs at this time. The decision not to recommend funding for these programs was made because the programs do not fill existing gaps or increase services, do not adequately target Urbana residents, or are not cost effective in their program design.

The capacity of an agency to execute the grant project also informed funding allocation decisions. Agencies were not considered for full funding if the Youth Services Grant was the sole source of funding, because the Committee wanted to see longevity of a program beyond this coming fiscal year. Organizations with poor performance in the past using funds or limited experience managing grants were also not considered for full funding.

Because the overall objective of the Youth Services Grant is to provide long-term support to extremely low- and low-income residents, the Committee analyzed an agency's capacity by considering the following:

- Sound financial health as determined through agency audit/financial statements;
- Ability to support the program with other resources and revenues outside of City of Urbana funding; and
- Capability to increase service to Urbana residents with additional funding.

The next round of funding for the Youth Services Grant program will open in March 2022. Staff will announce funding decisions in May 2022, and funding made available on July 1, 2022. All current applicants have been encouraged to apply for the next round of funding, regardless of recommendation status.

Options

1. Forward the proposed funding allocations for eight (8) programs to the Consent Agenda with a recommendation for approval
2. Forward the proposed funding allocations, with changes, to the Consent Agenda with a recommendation for approval.
3. Do not recommend approval of the proposed funding allocations.

Fiscal Impacts

Funds for this program have previously been set aside and approved by Council. A total of \$100,000

from two funding sources will support this year's program. General funds will provide \$75,000, and CDBG funds will provide \$25,000. There will be no additional fiscal impacts on the City.

Recommendation

The Youth Services Grant Committee and the Urbana Community Development Commission recommend the Urbana City Council approve the proposed Youth Services Grant funding allocations to support six (6) agencies and eight (8) programs in the amounts provided in the attached Recommendations Table.

Attachments

- I. Funding recommendations
- II. Program Descriptions
- III. Application Scoring Tool

Attachment I
Funding Recommendations

Agency	Program	Requested	Recommended
Big Brothers Big Sisters	Community Based Mentoring	\$20,600.00	\$0.00
STEAM Genius DBA Hip Hop Xpress	Hip Hop Xpress	\$18,000.00	\$15,000.00
HV Neighborhood Transformations	Teen Summit	\$50,000.00	\$23,000.00
Urbana Neighborhood Connections Center	Community Study Center	\$17,000.00	\$17,000.00
	Urbana Youth Development Program	\$10,000.00	\$10,000.00
Housing Authority of Champaign County	YouthBuild	\$95,000.00	\$0.00
The Well Experience	Family Care Program	\$25,000.00	\$10,000.00
Don Moyer Boys & Girls Club	Transportation for Urbana Youth	\$16,660.00	\$10,000.00
	CU Together Support Program	\$27,766.00	\$10,000.00
Champaign County RPC	Youth Assessment Center	\$5,000.00	\$5,000.00
Total:			\$100,000

Attachment II Program Descriptions

STEAM Genius – Hip Hop Xpress

The Hip Hop Xpress program will be conducted from April 2022 through June 2022. The program will consist of 4-5 stops in collaboration with other Urbana-focused organizations such as the Urbana School District and the Urbana Park District. The program will serve limited-resourced youth between the ages of 6-21. Participants will be exposed to applied learning workshops around RC Cars, Drones, Music Production, Computer Technology, and Entrepreneurship.

HV Neighborhood Transformation Center – Teen Summit

The Teen Summit program will center on teens and their perspectives on rising gun violence, community building, and recognition of community resources to assist in prohibition of retribution violence. The goal of this program will be based in Restorative Justice Practices. Students will acknowledge the impact of gun violence in their personal lives in a group therapy setting, brainstorming causes of and solutions to gun violence, and identify resources within the Urbana Community to assist with mediation, mental health support, and financial opportunities. Students will also be mentored and trained in partnership with the Urbana Free Library and the UPTV, and will identify two agencies to shadow to learn how to obtain meaningful skills that may lead to employment.

Urbana Neighborhood Connection Center – Community Study Center

This program serves 75-90 students. The after-school homework and tutorial sessions are offered Monday through Friday from 3:00 – 6:00 pm for children in grades K-12 where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC's Activity Leaders. Upon completion of academics, youth may participate in recreational activities, arts and crafts, dance groups, social responsibility groups, movies, or digital learning activities. School Out Days (for example district staff development, teacher institutes, and parent-teacher conference days) are held from 7:30 am to 6:00 pm. During the summer break, UNCC conducts an eight-week Summer Enrichment Camp (7:30 am – 6:00 pm Monday through Friday) during which times youth are provided small group academic enrichment sessions focused on reading, writing and math along with social/emotional developments and digital literacy, as well as afternoon recreational and leisure activities designed for youth in grades K-12.

Urbana Neighborhood Connection Center – Urbana Youth Development Program

Urbana Youth Development Program (UYDP) operates as a comprehensive college and career readiness initiative mainly targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. Designed as a seamless one-stop youth development and transition program, UYDP continues to target youth in need of academic, social-emotional, and financial assistance preparation for success beyond high school.

The Well Experience – Family Care Program

The Urbana Youth Services Grant will enhance year-round education and systems of care for families with children aged birth to 22 years. The programming is focused on four main areas: educational support and enrichment for school-age children, which includes case management for Well Teen Moms; parent and youth mentoring and family engagement; counseling, wraparound Support and case management for families in a crisis or in need of support; and economic support and workforce development skills for youth and young adults. Programs serve families who have been historically marginalized by traditional systems of support. The program includes after-school

and extended school programming with full-day programming during the summer months. The Well Kids Learning Hub also serves the children of parenting teens and pre-K children who participate in learning programs through home visiting and on-site programs.

Don Moyer Boys and Girls Club – Transportation for Urbana Youth

Lack of access to safe, reliable transportation to and from Don Moyer Boys and Girls Club (DMBGC) has become a barrier to Urbana-based youth who rely upon programming at DMBGC as an alternative to participation in unsafe activities. Currently, the Park Street location is serving 45 youth (unduplicated) monthly from the City of Urbana. With these funds, DMBGC is looking to provide transportation directly after school for elementary youth in Urbana. DMBGC is partnering with Urbana School District #116 to provide transportation to DMBGC from Urbana Middle and High Schools via busing to provide safe and supervised opportunities for evening programming to keep youth involved in positive activities during unsupervised times. This will increase their impact and allow for a reduction of youth unsupervised during the prime times of 3:00-7:30pm, which is when most youth are unsupervised and at-risk in the community.

Don Moyer Boys and Girls Club – CU Together Support Program

This program provides social, emotional and behavioral support as well as strength-based management services for children and families promoting success within the Urbana School District, DMBGC, and the community. Through evaluation, DMBGC will develop individual service plans in coordination with Urbana School District #116, and leverages relevant community resources. DMBGC Staff will integrate a social, emotional, and trauma-informed lens to the practice providing impactful individual, family, and group services; case management; evaluation; consultation; crisis intervention; and grief support.

Champaign County Regional Planning Commission – Youth Assessment Center

The Youth Assessment Center (YAC) serves as the primary center for intake, screening, and service connection for Champaign County youth and families. Case managers screen at-risk juveniles and link them and their families with the community's support and restorative services. Law enforcement personnel typically make referrals to the YAC as an alternative to prosecution and to prevent further delinquent activities. The YAC considers station-adjustment charges, police officer or school official recommendations, family input, and restorative justice methods. These include court diversion services to restore the relationship between the juvenile offender, their victim(s), and the community; mediation; and peer court. Restorative justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. It is best accomplished through cooperative processes that include all stakeholders. This can lead to transformation of people, relationships, and communities. The goal of the YAC is to connect youth with resources that help them to be resilient, resourceful, responsible, and restored to positive community involvement through prompt assessment, treatment/service recommendations, and follow-up.

Attachment III.
Application Scoring Tool

FY 21-22 Urbana Child & Youth Services Grant Program Application Evaluation Criteria		
Agency Name:		Program Name:
Criteria	Score	Scoring Benchmark
*Proposed program must only serve Urbana residents. Programs that provide services outside Urbana will not be considered		
1. Program serves at least one key service area		Meets 2 or more (2); meets 1 priority (1); meets none (0)
2. Builds capacity for an existing organization and/or program		Yes (1); No (0) <i>Based on narrative</i>
3. Leverages support for an existing organization and/or program		Yes (1); No (0) <i>Based on narrative</i>
4. Program has proposed long-term impact on community		Yes (2); No (0) <i>Based on narrative</i>
5. Program's capacity to serve beyond this year's funding		Yes (1); No (0) <i>Based on narrative</i>
6. Proposed program increases services rather than replacing or supplanting funding for services		Yes (2); No (0) <i>Based on narrative</i>
7. Agency has clearly defined success measures to demonstrate program impact		Yes (1); No (0)
8. Agency has previously received grant funding from the City of Urbana and has a strong performance track record		Yes (1); No (0)
9. Proposed program collaborates with other agencies to leverage resources		Yes (5); No (0)
10. Diversity of Board and Staff		Diverse (2); Some (1); No diversity (0)

Scoring: Agencies with higher scores are not guaranteed funding. Numeric scores are only to be used as a guideline for the selection committee to ensure a fair and objective process. The narratives provided in the application will help guide the selection committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to very-low income Urbana Residents.

***Key Service Areas:**

Health

- Healthcare
- Mental health resources
- Trauma support

Wellness

- Recreation
- After school program
- Violence prevention
- Educational programming
- Mentoring

Opportunity

- Workforce development
- Job training

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
URBANA NEIGHBORHOOD CONNECTIONS – COMMUNITY STUDY
CENTER**

WHEREAS, On June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024 and Annual Action Plan FY 2020-2021 authorizing certain activities under the Public Service Activity Program.

WHEREAS, on April 26, 2021, the Urbana City Council passed Resolution No. 2021-04-019R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2021-2022 authorizing certain activities under the Public Service Programs; and

WHEREAS, Urbana Neighborhood Connections has heretofore expressed their intent to operate a Community Study Center program utilizing Community Development Block Grant Public Service funds.

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

Section 1. That an Agreement providing seventeen thousand and 00/100 dollars (\$17,000.00) to Urbana Neighborhood Connection Center so as to operate and administer the Community Study Center program in substantially the same form 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 _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Subrecipient Name	<u>Urbana Neighborhood Connections Center</u>
Project Name:	<u>Community Study Center</u>
Project No.	<u>2122-Youth-02</u>
Project Address:	<u>1401 E. Main St. Urbana, IL 61802</u>
CFDA No.	<u>14.218</u>

This Community Development Block Grant (“CDBG”) agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named subrecipient, an Illinois not-for-profit agency (the “Subrecipient”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2021-2022 CDBG Program grant funds to the following project (the “Project”): Community Study Center.

The City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (“HUD”) under the Housing and Community Development Act of 1974, as amended (the “Housing Act”). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2021 and ending June 30, 2022. The Urbana City Council has adopted an annual action plan for the same period. The Annual Action Plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

- 1. Grant award.** Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to \$15,000 in CDBG Program grant funds for use in carrying out the Project. 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 Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.
- 2. Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement

is contingent upon the City receiving sufficient CDBG Program grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

3. **Recordkeeping; inspection.** The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

- A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.
- B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

4. **Reporting.** The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

5. **Conflicts of interest.** The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

- 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 will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.
 - C. Upon written request, exceptions to this conflict of interest provision 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. The City's determination regarding a conflict of interest is not binding upon HUD.
6. **Term.** This agreement will remain in effect until June 30, 2022, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.
7. **Representations.** The Subrecipient makes the following representations to the City:
- A. The Project will begin on July 1, 2021 and terminate no later than June 30, 2022, unless the parties otherwise agree in writing.
 - B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.
 - C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.
8. **Default.**
- A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.
 - B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not 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 decision will be final. If the Subrecipient

fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

- C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.
- D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:
 - (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the grant authorized in this agreement;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or
 - (6) Other appropriate action including, but not limited to, any remedial action legally available.

9. **Indemnification.** The Subrecipient shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Subrecipient's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

10. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

11. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

12. **Assignment.** The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement,

the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

13. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

14. **Dispute resolution; governing law.** In the event of a dispute between the parties, the parties, before filing any court action, jointly shall 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 Court for the Sixth Judicial Circuit, Champaign, Illinois. Illinois law will govern all actions to enforce, construe, or interpret this agreement.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Subrecipient

Mary Elizabeth Hand
Interim Executive Director
Urbana Neighborhood Connections Center
1401 East Main Street
Urbana, Illinois 61802
bhand1314@gmail.com

City of Urbana

Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law.** The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Subrecipient

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk
Resolution No. 2022-

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: _____

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.

- A. 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. 2122-Youth-02 of the Urbana CDBG Program.

Subrecipient: Chief Executive Officer

Attest

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. 2122-Youth-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. 2122-Youth-02.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2021 - June 30, 2022.
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**

Services provided by the agency include after-school study activities, college and career initiative, and school-out day activities. The after-school homework and tutorial sessions will be offered Monday through Friday from 3:00 – 6:00 pm for children in grades K-12 (specific planning emphasis on K-8) where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC’s Activity Leaders. The program will also include recreational activities, arts and crafts, dance groups, social responsibility groups, movies or digital learning activities.

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.

2. 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.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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 90 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 \$15,000. 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, Subrecipient shall submit copies of Certification of Income forms signed by the clients 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 the period ending June 30 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 Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a 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: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**CITY OF URBANA SOCIAL SERVICE/PUBLIC
SERVICE GRANTS PROGRAM PROCESSING
INSTRUCTIONS:**

	Total Number Served	Total Urbana Residents Served
Race and Ethnicity		
Black/African American		
White		
Asian		
Native American/Alaska Native		
Native Hawaiian/Pacific Islander		
Multiple Races		
Hispanic of any race		
Income Level	Total Number Served	Total Urbana Residents Served
Extremely Low Income (0-30% MFI)		
Very Low Income (31-50% MFI)		

Low Income (51-60% MFI)		
Moderate Income (61-80% MFI)		
Gender	Male	Female
Total Served		
Total Served From Urbana		
Female Head of Household	Yes	No
Total Served		
Total Served From Urbana		
Total unduplicated clients since last report:		

Narrative describing a particularly notable success story or other recent accomplishments:

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>Urbana Neighborhood Connections Center</u>
Grantee Address	<u>1401 E Main St, Urbana, IL 61802</u>
Program Name:	<u>Community Study Center</u>

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$2,000 for use in administering the following program (the “Program”): Community Study Center. The Program will provide after-school study activities, college and career initiative, and school-out day activities to Urbana youth.
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$2,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
- Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political

affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Mary Elizabeth Hand
Interim Executive Director
1401 East Main St
Urbana, Illinois 61802
bhand1314@gmail.com

City of Urbana

Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street

Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D, Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
URBANA NEIGHBORHOOD CONNECTIONS – URBANA YOUTH
DEVLEOPMENT PROGRAM**

WHEREAS, On June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024 and Annual Action Plan FY 2020-2021 authorizing certain activities under the Public Service Activity Program.

WHEREAS, on April 26, 2021, the Urbana City Council passed Resolution No. 2021-04-019R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2021-2022 authorizing certain activities under the Public Service Programs; and

WHEREAS, Urbana Neighborhood Connections has heretofore expressed their intent to operate an Urbana Youth Development program utilizing Community Development Block Grant Public Service funds.

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

Section 1. That an Agreement providing ten thousand and 00/100 dollars (\$10,000.00) in Community Development Block Grant funds to Urbana Neighborhood Connection Center so as to operate and administer the Urbana Youth Development program in substantially the same form 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 _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Subrecipient Name	<u>Urbana Neighborhood Connections Center</u>
Project Name:	<u>Urbana Youth Development Program</u>
Project No.	<u>2122-Youth-01</u>
Project Address:	<u>1401 E. Main St. Urbana, IL 61802</u>
CFDA No.	<u>14.218</u>

This Community Development Block Grant (“CDBG”) agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named subrecipient, an Illinois not-for-profit agency (the “Subrecipient”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2021-2022 CDBG Program grant funds to the following project (the “Project”): Urbana Youth Development.

The City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (“HUD”) under the Housing and Community Development Act of 1974, as amended (the “Housing Act”). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2021 and ending June 30, 2022. The Urbana City Council has adopted an annual action plan for the same period. The Annual Action Plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

- 1. Grant award.** Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to \$10,000 in CDBG Program grant funds for use in carrying out the Project. 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 Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.
- 2. Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement

is contingent upon the City receiving sufficient CDBG Program grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

3. **Recordkeeping; inspection.** The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

- A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.
- B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

4. **Reporting.** The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

5. **Conflicts of interest.** The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

- 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 will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.
 - C. Upon written request, exceptions to this conflict of interest provision 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. The City's determination regarding a conflict of interest is not binding upon HUD.
6. **Term.** This agreement will remain in effect until June 30, 2022, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.
7. **Representations.** The Subrecipient makes the following representations to the City:
- A. The Project will begin on July 1, 2021 and terminate no later than June 30, 2022, unless the parties otherwise agree in writing.
 - B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.
 - C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.
8. **Default.**
- A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.
 - B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not 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 decision will be final. If the Subrecipient

fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

- C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.
- D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:
 - (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the grant authorized in this agreement;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or
 - (6) Other appropriate action including, but not limited to, any remedial action legally available.

9. **Indemnification.** The Subrecipient shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Subrecipient's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

10. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

11. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

12. **Assignment.** The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement,

the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

13. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

14. **Dispute resolution; governing law.** In the event of a dispute between the parties, the parties, before filing any court action, jointly shall 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 Court for the Sixth Judicial Circuit, Champaign, Illinois. Illinois law will govern all actions to enforce, construe, or interpret this agreement.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Subrecipient

Mary Elizabeth Hand
Interim Executive Director
Urbana Neighborhood Connections Center
1401 East Main Street
Urbana, Illinois 61802
bhand1314@gmail.com

City of Urbana

Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law.** The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Subrecipient

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk
Resolution No. 2022-

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: _____

**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.

- A. 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. 2122-Youth-01 of the Urbana CDBG Program.

Subrecipient: Chief Executive Officer

Attest

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. 2122-Youth-01 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. 2122-Youth-01.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2021 - June 30, 2022.

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**
 Services provided by the agency include the operation of a comprehensive college and career readiness initiative targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. This includes weekly check-ins on academic status with follow-up referral for tutorials in English, math, and science, twice monthly individual and group mentoring, in and out-of-state college tours, and one-to-one assistance with completion of the college application process.

 - 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.

2. 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.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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 10 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 **\$10,000**. 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, Subrecipient shall submit copies of Certification of Income forms signed by the clients 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 the period ending June 30 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 Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a 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: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**CITY OF URBANA SOCIAL SERVICE/PUBLIC
SERVICE GRANTS PROGRAM PROCESSING
INSTRUCTIONS:**

	Total Number Served	Total Urbana Residents Served
Race and Ethnicity		
Black/African American		
White		
Asian		
Native American/Alaska Native		
Native Hawaiian/Pacific Islander		
Multiple Races		
Hispanic of any race		
Income Level	Total Number Served	Total Urbana Residents Served
Extremely Low Income (0-30% MFI)		
Very Low Income (31-50% MFI)		

Low Income (51-60% MFI)		
Moderate Income (61-80% MFI)		
Gender	Male	Female
Total Served		
Total Served From Urbana		
Female Head of Household	Yes	No
Total Served		
Total Served From Urbana		
Total unduplicated clients since last report:		

Narrative describing a particularly notable success story or other recent accomplishments:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
STEAM GENIUS – HIP HOP XPRESS**

(FY 2021-2022)

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, STEAM Genius DBA Hip Hop Xpress has heretofore expressed their intent to operate a Hip Hop Xpress program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$15,000 in City general funds to HVNT so as to operate and administer the Hip Hop Xpress Program in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>STEAM Genius DBA Hip Hop Xpress</u>
Grantee Address	<u>306 N Abbey Rd. Urbana, IL 61802</u>
Program Name:	<u>Hip Hop Xpress</u>

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$15,000 for use in administering the following program (the “Program”): Hip Hop Xpress. The Program will serve limited-resourced young people between the ages of 6-21. Participants will be exposed to applied learning workshops around RC Cars, Drones, Music Production, Computer Technology, and Entrepreneurship.
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$15,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
- Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental

disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee
STEAM Genius DBA Hip Hop Xpress
306 N Abbey Rd.
Urbana, Illinois 61802
info@steamgenius.org

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana

400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D, Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
HV NEIGHBORHOOD TRANSOFMRATION – TEEN SUMMIT PROGRAM**

(FY 2021-2022)

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, HV Neighborhood Transformation (HVNT) has heretofore expressed their intent to operate a Teen Summit program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$23,000 in City general funds to HVNT so as to operate and administer the Teen Summit Program in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>HV Neighborhood Transformation</u>
Grantee Address	<u>116 W. Main St. Urbana, IL 61801</u>
Program Name:	<u>Teen Summit</u>

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$23,000 for use in administering the following program (the “Program”): Teen Summit. The Program will center on teens and their perspectives on rising gun violence, community building, and recognition of community resources to assist in prohibition of retribution violence.
2. **Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
3. **Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
4. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
5. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
6. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental

disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee
HV Neighborhood Transformation Center
116 W Main Street
Urbana, Illinois 61801
Ashanti.barber@gmail.com

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
DON MOYER BOYS AND GIRLS CLUB – TRANSPORTATION FOR URBANA
YOUTH**

(FY 2021-2022)

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, Don Moyer Boys and Girls Club has heretofore expressed their intent to administer their Transportation for Urbana Youth program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000 in City general funds to Don Moyer Boys and Girls Club so as to provide transportation for Urbana youth to and from Don Moyer Boys and Girls Club in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

URBANA YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>Don Moyer Boys and Girls Club</u>
Grantee Address	<u>201 E. Park Street, Champaign, IL 61820</u>
Program Name:	<u>Transportation for Urbana Youth</u>

This Consolidated Social Service Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000.00 for use in administering the following program (the “Program”): Transportation for Urbana Youth. This program will cover the expenses of transporting Urbana youth to the Don Moyer Boys and Girls Club facility located at 201 E. Park Street, Champaign, IL. Grant funds will be disbursed to the Grantee as a reimbursement for program expenses per Urbana resident served. The Grantee will receive \$11.25 per staff hour spent administering the program, up to the grant award of \$10,000.00
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.

6. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Don Moyer Boys and Girls Club
201 E. Park Street
Champaign, Illinois 61820
cburton@dmdgc.org

City of Urbana

Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

By: _____
Phyllis D. Clark
City Clerk

Date: _____, 2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
DON MOYER BOYS AND GIRLS CLUB – CU TOGETHER SUPPORT PROGRAM**

(FY 2021-2022)

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, Don Moyer Boys and Girls Club has heretofore expressed their intent to administer their CU Together Support program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000 in City general funds to Don Moyer Boys and Girls Club so as to provide social, emotional and behavioral support and strength-based management services for children and families in Urbana in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

URBANA YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>Don Moyer Boys and Girls Club</u>
Grantee Address	<u>201 E. Park Street, Champaign, IL 61820</u>
Program Name:	<u>CU Together Support Program</u>

This Youth Services Grant agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000 for use in administering the following program (the “Program”): CU Together Support Program. The Program will provide social, emotional and behavioral support as well as strength-based management services for children and families promoting success within the Urbana School District. This grant will cover expenses related to administering the CU Together Program. Grant funds will be disbursed to the Grantee as a reimbursement for program expenses for Urbana residents served.
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection:** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
- Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or

activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Don Moyer Boys and Girls Club
201 E. Park Street
Champaign, Illinois 61820
cburton@dmdgc.org

City of Urbana

Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

By: _____
Phyllis D. Clark
City Clerk

Date: _____, 2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH
ASSESSMENT CENTER**

(FY 2021-2022)

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, Champaign County Regional Planning Commission (CCRPC) has heretofore expressed their intent to operate the Youth Assessment Center utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$5,000 in City general funds to CCRPC so as to operate and administer the Youth Assessment Center in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>Champaign County Regional Planning Commission</u>
Grantee Address	<u>1776 E. Washington Street, Urbana, IL 61802</u>
Program Name:	<u>Youth Assessment Center</u>

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$5,000.00 for use in administering the following program (the “Program”): Youth Assessment Center. This program services as the primary center for intake, screening, and service connection for Champaign County Youth and families. The Program case managers screen at-risk youth and link them and their families with the community’s support and restorative services.
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$5,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
- Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of

race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee
Champaign County RPC
1776 E. Washington Street
Urbana, Illinois 61802
lbenson@ccrpc.org

City of Urbana
Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanailinois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

By: _____
Phyllis D. Clark
City Clerk

Date: _____, 2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
THE WELL EXPERIENCE – FAMILY CARE PROGRAM**

(FY 2021-2022)

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 Well Experience has heretofore expressed their intent to operate a Family Care program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000 in City general funds to The Well Experience so as to operate and administer the Family Care Program in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name	<u>The Well Experience</u>
Grantee Address	<u>PO Box 51</u>
Program Name:	<u>Family Care</u>

This Youth Services Grant program funding agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

- Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000 for use in administering the following program (the “Program”): Family Care. The Program will provide year-round education and systems of care for families with children aged birth to 22 years. The grant award will reimburse costs directly associated with the administration of this program at a rate of \$100 per Urbana residents served up to \$10,000.
- Disbursement.** The funding year will commence on July 1, 2021 and end on June 30, 2022. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
- Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.
- Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City’s collection costs, and reasonable attorney’s fees.
- Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of

race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

7. **Termination.** This agreement will remain in effect until June 30, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

9. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

10. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

11. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

12. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee
The Well Experience
PO Box 51
Urbana, Illinois 61802
scockrell@thewellexperience.org

City of Urbana
Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

14. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

16. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
President

Date: _____, 2022

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2022

By: _____
Name
Secretary

Date: _____, 2022

Attest:

Phyllis D. Clark
City Clerk