



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: John A. Schneider, MPA, Community Development Director
Brandon S. Boys, AICP, Economic Development Manager

DATE: September 19th, 2018

SUBJECT: **A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Public Arts Program Operating Support (FY 2019 Urbana Public Arts Program)**

Introduction and Background

The Urbana Public Arts Program was recently awarded a grant by the Illinois Arts Council Agency (IACA) to support general operations of the Arts Program in Fiscal Year 2019. IACA’s funding is awarded to exceptional arts organizations and organizations with significant arts programming.

Discussion

IACA, a state agency, provides operating and technical support to organizations and programs statewide. In doing so, the agency helps keep Illinois’ arts sector vital, vibrant, and accessible to all. IACA’s Program Grant funds provide support to established not-for-profit organizations that create a meaningful impact in their communities through high-quality arts programming.

The grant is an award in the amount of \$9,200 in unrestricted program support. A copy of the grant agreement explaining the terms is attached to the resolution. As indicated, funds received by this grant will be used to support general operations of the Arts Program in FY 2019. Matching funds required for this grant will be entirely covered by the Arts Program expenditures already included in the current City Budget.

While the grant fund has already been awarded to the City, it is necessary to adopt a resolution signifying the City’s formal acceptance of the grant and outlining the terms under which the funds were provided.

Fiscal Impact

There is no increase in expenditures related to this grant.

Options

1. Approve the attached resolution.
2. Approve the resolution with changes.
3. Do not approve the resolution.

Recommendation

Staff recommends that the City Council approve the resolution authorizing acceptance of the IACA grant to the Urbana Public Arts Program.

Prepared by:

Rachel Lauren Storm, Public Arts Coordinator

Attachment A: A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Public Arts Program Operating Support

ATTACHMENT A

RESOLUTION NO. 2018-10-047R

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN ILLINOIS ARTS COUNCIL AGENCY (IACA) GRANT FOR
PUBLIC ARTS PROGRAM OPERATING SUPPORT**

(FY 2019 Urbana Public Arts Program)

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

WHEREAS, the City operates a public arts program known as the “Urbana Public Arts Program” (the “Arts Program”); and

WHEREAS, the City has in one or more years accepted funds from various grants, including Illinois Arts Council Agency (“IACA”) grants, in order to fund the Arts Program; and

WHEREAS, IACA has offered a grant (“Grant”) in the amount of \$9,200 to support the operation of the Arts Program; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by IACA as described in the exhibit appended hereto and made a part hereof.

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

Section 1. That IACA’s Grant to support the operation of the Arts Program shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

ATTACHMENT A

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

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

Diane Wolfe Marlin, Mayor



Grant Agreement

Grant Number: 20190495

THIS AGREEMENT, made by and between the ILLINOIS ARTS COUNCIL AGENCY, an agency of the State of Illinois (hereinafter referred to as AGENCY) and

NAME: **City of Urbana**
ATTN: **Brandon Boys**
ADDRESS: **400 S. Vine Street**
CITY: **Urbana, IL 61801**

(hereinafter referred to as GRANTEE).

The AGENCY and GRANTEE hereby agree as follows:

1. Upon execution of this contract, AGENCY agrees to make a lump sum grant payable to GRANTEE in the amount of **\$9,200.00** from Federal funds through National Endowment for the Arts Grant #1809891-61-18 – CFDA #45.025 for the following program (hereinafter referred to as PROJECT): **for general operating support**

SPECIAL CONDITIONS:

2. All grant monies payable hereunder shall be expended by GRANTEE for PROJECT between **September 15, 2018** (beginning date) and **August 31, 2019** (ending date).

Additionally:

(a) GRANTEE may expend grant monies for PROJECT expenses incurred between the beginning date above and the ending date of this AGREEMENT, as described in its application to the AGENCY.

(b) GRANTEE agrees that all funds issued by AGENCY pursuant to this AGREEMENT shall be expended only for the specific project described herein.

(c) If, for any reason, GRANTEE needs to extend the term of this AGREEMENT, application must be made in writing to the AGENCY prior to the above ending date of PROJECT. If no extension has been requested of, and approved by, the AGENCY, any monies payable hereunder remaining after the completion of the PROJECT, or after the date set forth above, must be returned to the AGENCY within 45 days.

3. GRANTEE agrees that credit shall be given AGENCY on all public notices, publicity, printed programs, public media, and other applicable material. The following language shall be used in such notices:

‘This program is partially supported by a grant from the Illinois Arts Council Agency.’

4. GRANTEE agrees to the following with respect to reports on this grant:

(a) To submit to AGENCY no later than thirty days after the ending date of PROJECT a Final Report consisting of Financial and Narrative components prepared according to instructions provided.

(b) To comply with any subsequent requirements which may be adopted by AGENCY with respect to grant reporting.

5. If the grant amount awarded in this contract is in excess of \$25,000, GRANTEE agrees to the following: To submit to the AGENCY quarterly reports within thirty days after the end of each quarter, which describe the progress of the program, project, or use and the expenditure of the grant funds related thereto **Failure to submit timely and acceptable reports will jeopardize the receipt of future funds from AGENCY.**

6. The GRANTEE agrees to the following:

(a). to account for grant expenditures separately. If separate accounting is not feasible, all grant expenditures shall be properly identified in the records.

(b). to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three (3) years from the last action on the contract. GRANTEE further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, the purchase agency and Attorney General.

(c). upon request, to make available to AGENCY and the General Assembly of the State of Illinois all audited and unaudited financial statements for each year in which a grant was received from AGENCY. AGENCY shall have

unlimited access to the accounts, books, records, and other financial documents of GRANTEE supporting information stated in GRANTEE'S application for AGENCY funds or any subsequent documentation regarding PROJECT funded hereunder.

7. Any and all patents, copyrights, or other legal interests in and to PROJECT, or materials generated in pursuance of PROJECT, shall be the sole and exclusive property of GRANTEE or GRANTEE'S design. GRANTEE, however, agrees to supply AGENCY with access to publicity or related activities contemplated hereunder, and hereby grants to AGENCY free and unlimited license to use such information for such purpose as AGENCY, in its sole discretion, shall determine.

8. GRANTEE agrees that no monies payable hereunder shall be used for the purchase of permanent equipment, capital improvements or construction, to pay balance of GRANTEE'S previous year's deficit, out-of-state touring, or subsidizing an individual's academic study.

9. GRANTEE agrees that it is illegal for anyone receiving assistance from the Illinois Arts Council Agency to discriminate on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity supported in whole or in part by funds provided hereunder.

10. If funds provided hereunder are used in whole or in part for employment of any person, GRANTEE further agrees that no person shall be discriminated on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be denied equal opportunity in the hiring process, or be otherwise discriminated against with respect to compensation, terms, conditions, or benefits of employment.

11. GRANTEE agrees that it shall fully comply with all rules, regulations, and other requirements now existing or which may hereafter be adopted by AGENCY with respect to GRANTS of this nature.

12. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.

13. 30 ILCS 705/10 requires all interest earned on grant funds held by GRANTEE to become part of the grant principal when earned and be treated accordingly for all purposes. If the cost of accounting for the interest or allocating the interest to principal is significant in terms of the amount of interest received, then the interest earned on grant funds may be retained by GRANTEE. Interest earned on grant funds, held by GRANTEE after the expiration of the grant, becomes part of the principal and is subject to recovery under 30 ILCS 705/4.

14. GRANTEE certifies under oath that:

(a). It is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the grantee has made an admission of guilt of such conduct which is a matter of record. The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(b). It is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a grantee from entering into a contract with a State agency if the grantee, or any officer, director, partner, or other managerial agent of grantee has been convicted of within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the grantee is in violation of Subsection (e). The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(c). It is not a trustee or beneficiary of a land trust.

(d). It will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. If employing 25 or more employees and this contract is worth more than \$5,000, it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

(e). It and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-aa. Section 50-11 prohibits a grantee from entering into a contract with a State agency if the grantee knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The

grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(f). It is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a grantee from entering into a contract with a State agency if the grantee has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The grantee further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

(g). All professional performers and related or supporting personnel so employed shall receive not less than the prevailing minimum compensation as determined by the Secretary of Labor. Labor standards are set out in 29 CFR Part 505 'Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities.' Copies of this regulation may be obtained by writing to the Grants Office, National Endowment for the Arts, Nancy Hanks Center, 1100 Pennsylvania Avenue N.W., Washington, D.C. 20506-0001.

(h). No part of any project or production will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees so engaged. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

(i). Grantee is not now suspended or debarred from Federal sponsorship of grant funding. Suspension of a grant is an action by a Federal sponsoring agency that temporarily suspends Federal sponsorship of the grant pending corrective action by the recipient or pending a decision to terminate the grant by the Federal sponsoring agency. Termination of a grant means the cancellation of Federal assistance, in whole or in part, at any time prior to the date of completion. If you or your organization is suspended or debarred by one Federal agency, you are suspended or debarred by all Federal agencies.

(j). Grantee certifies that it has not retained a person or entity to attempt to influence the application process for compensation contingent in whole or in part upon the decision as per 30 ILCS 500/50-38.

(k). All information in this grant agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon such certification.

15. As part of each grant agreement, GRANTEE acknowledges and agrees that should they provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply: the contract may be void by operation of law, the State may void the contract, and the grantee may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

16. The grant will be matched by a minimum grantee cash match of \$9,200.00 from non-state sources.

ILLINOIS ARTS COUNCIL AGENCY:

GRANTEE:

CITY OF URBANA

Grantee Name

by _____

Joshua Davis
Executive Director
By Yazoo Hall
Chief Of Operations/CFO

by _____

Signature of Authorizing Official

BRANDON BOYS

Name of Authorizing Official

Economic Development Manager 9/11/18

Print Title and Date