

RESOLUTION NO. T-2018-10-014R

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT WITH CU MEN'S
EMERGENCY SHELTER FOR FY18 CSSF FUNDS**

WHEREAS, Cunningham Township and the City of Urbana partner annually to provide funding to local social service agencies who meet the needs of Urbana residents through Consolidated Social Service Funding (CSSF);

WHEREAS, on August 6, 2018, the Township Board of the Town of Cunningham approved the Town budget for fiscal year 2019, including \$175,000 in funding for social service grants; and

WHEREAS, CU Men's Emergency Shelter requested \$12,000 in funding, and on June 25th the City Council, in the interest of providing emergency shelter before the cold months, proposed funding at the level of \$30,000, contingent upon CU Men's Emergency Shelter opening two months early on October 1, 2018 instead of the December 1, 2018 scheduled date; and

WHEREAS, the Board of CU Men's Emergency Shelter has determined that the earliest it can open is November 12, 2018, one half month early, and can stay open until April 15, 2019, one half month later than planned, with the support of additional funding.

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached agreement with CU Men's Emergency Shelter, and the Board authorizes the Supervisor of the Town of Cunningham to sign said agreements.

Approved this September 4, 2018 by the Township Board of the Town of Cunningham,
Champaign County, State of Illinois.

Charles A. Smyth, Township Clerk

Diane Wolfe Marlin, Township Chair

AN AGREEMENT CONCERNING THE DISPOSITION AND USE
OF FUNDS DISBURSED THROUGH THE CUNNINGHAM TOWNSHIP
CONSOLIDATED SOCIAL SERVICE PROGRAM, FISCAL YEAR 2018-2019

THIS AGREEMENT is made effective July 1, 2018, by and between the CUNNINGHAM TOWNSHIP, Illinois, body corporate and politic, hereinafter referred to as the Township, and CU MEN'S SHELTER a not-for-profit corporation, hereinafter referred to as the Grantee, in consideration of the following mutual covenants and conditions:

1. The Township will disburse to the Grantee the sum of **\$21,000.00**, which said sum will be paid in **2** equal installments of **\$10,500.00** in accordance with the provisions of this Agreement, to the Treasurer of the said Agency, commencing on the 1st day of July, 2018 with **no installment to be issued after June 30, 2019.**
2. The Grantee will use the funds received under this Agreement only as follows:

MEN'S EMERGENCY WINTER HOMELESS SHELTER

This grant comes with the following condition:

Open on or before November 12, 2018 and close on or after April 15, 2019. If this condition is not met the grant will be reduced to \$12,000, as originally requested.

3. Prior to payment of the 1st installment, the Grantee will provide two signed copies of this agreement. **Failure to return the signed agreements by October 15, 2018 may result in the termination of this agreement and loss of the grant.**
4. Prior to payment of the 1st installment, the Grantee will provide to the Township an audit or financial report of the Grantee's most recently completed fiscal year, or the most recent audit or financial report that has been completed.
5. Prior to payment to the Grantee of any installments of the sum to be paid under this Agreement beyond the initial payment, the Grantee will furnish to the Township, in a form satisfactory to the Township:
 - a. Certificate of Compliance that the prior installment has been expended in accordance with this Agreement.
 - b. Agency reporting form, listing expenditures, attaching receipts, and providing a narrative of impacts.
6. **Failure to provide documents described in paragraphs four or five by January 2, 2019 will result in the termination of this agreement and loss of the grant.**
7. The Grantee agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
8. **The Grantee agrees to notify the Cunningham Township Supervisor in writing at supervisor@cunninghamtownship.org of any significant changes in programming no later than the first day of those program changes. Significant changes in programming include but are not limited to: cancellation of the program, an unexpected pause in the program, significant reduction (by 25% or more) in the scope of services, change in major deliverables outlined in the application.**
9. The Grantee will establish on its books and records a separate set of accounts for the funds received under this Agreement, in which it will account for the receipt and expenditure of the funds.
10. The Grantee will use fiscal, accounting, and audit procedures which conform to accepted accounting practices and applicable statutes.
11. The Grantee will provide to the Township, on reasonable notice, access to and the right to examine such books and records of the Grantee, and the Grantee will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
12. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the Grantee will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

13. No person shall be excluded from participation in programs the Township 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, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law.**
14. The Grantee will comply with all applicable statutes, ordinances and regulations.
15. The Grantee will not use any of these funds for lobbying purposes.
16. In the event that the Grantee does not use all or a part of the funds received under this Agreement for the purposes set forth herein by the end of the Township's fiscal year in which this Agreement is made, the Grantee will repay to the Township all such funds not so used, and any interest earned thereon.
17. All provisions of this Agreement concerning the funds provided under this Agreement shall apply to any interest earned on those funds.
18. This Agreement may be terminated by the Township upon a thirty-day notice in writing to the Grantee for failure of the Grantee to comply with the covenants and conditions set forth herein.
19. The Grantee will save and hold harmless the Township and any officer or employee or agent of any kind of the Township from and against all actions, claims or demands of any kind or character whatsoever, which may in any way be caused by or arise out of the Grantee's conduct, activities or programs in the performance and completion of promises and functions or in the achievement of goals and objectives pursuant to this Agreement executed by and between the Township and the Grantee.
20. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
21. The foregoing constitutes the entire Agreement and no verbal statement made before, on, or after the date hereof shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority granted by their respective governing bodies, have executed this Agreement by their authorized officers and with their corporate or official seals attached, on the date first set forth above.

CUNNINGHAM TOWNSHIP:

Supervisor

Printed Name

Date signed

GRANTEE:

Agency Board Chair

Printed Name

Date signed

ATTEST:

Township Clerk

Printed Name

Date signed

ATTEST:

Agency Board Officer

Printed Name

Date signed