



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor, City of Urbana

FROM: Elizabeth H. Tyler, FAICP, Community Development Director

DATE: September 4, 2014

SUBJECT: **A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Community Elements – Roundhouse Youth Shelter, Project No. 1415-CSSP-01)**

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT [Courage Connection - Domestic Violence Services (A Woman’s Place), Project No. 1415-CSSP-02]

Description

Included on the agenda of the September 8, 2014 Urbana Committee of the Whole meeting are agreements for activities to be undertaken by not-for-profit agencies and organizations using Community Development Block Grant (CDBG) funds for Public Service activities during the fiscal year beginning July 1, 2014 and ending June 30, 2015. The proposed agreements are with the following two agencies that were approved for funding as part of the Consolidated Social Service Funding process: Community Elements – Roundhouse Youth Shelter and Courage Connection - Domestic Violence Services (A Woman’s Place).

Issues

The issue is whether the Urbana City Council should approve the resolutions approving the CDBG subrecipient agreements.

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 combines City of Urbana general funds, Cunningham Township general funds, and City of Urbana CDBG funds. Funds are granted to organizations by joint decision of the Urbana City Council and Cunningham Township Board.

A single application process is administered by the Grants Management Division of the City’s Department of Community Development Services. CSSF applications for FY 2014-2015 were made available Monday, March 10, 2014; the deadline for submission of completed applications by social service agencies was April 11, 2014 at 4:00 p.m. Presentations were then made by

selected applicants on April 28, 2014 at a special joint Council/Township Board meeting. City Council/Township Board reviewed the application in a series of meetings during May and June, and approved the funding allocations on June 16, 2014.

The City of Urbana Grants Management Division monitors programs funded through CDBG and approximately one-half of the city-funded programs. The Office of the Cunningham Township Supervisor monitors the other half of the city-funded programs, along with the township-funded programs. Federal regulations require that CDBG funds allocated for public services be consistent with needs identified by the City in its Consolidated Plan and Annual Action Plan. At its March 25, 2014 meeting, the Community Development Commission selected specific priorities to be used when considering agencies for funding with CDBG Public Service funding. The priorities identified are: *1) Seniors/Youth, 2) Homelessness, and 3) Special (Needs) Population.*

At its August 26, 2013 regular meeting (unapproved minutes attached), the Community Development Commission reviewed the agreements and voted unanimously to recommend approval of the Resolutions approving the agreements with Community Elements – Roundhouse Youth Shelter, and Courage Connection Domestic Violence Services.

Each of the agencies that were approved for CSSF grant funds meet at least one of the priorities set by the Community Development Commission. Following is a list with the name of each agency, the applicable selected priority for the CDBG Public Service funding, and the total amount allocated:

1. COMMUNITY ELEMENTS – ROUNDHOUSE YOUTH SHELTER, PROJECT NO. 1415-CSSP-01
Priority: 1) Youth and 2) Homelessness
(Total allocation: **\$8,396**; \$7,396 City, \$1,000 CDBG)

2. COURAGE CONNECTION DOMESTIC VIOLENCE SERVICES, PROJECT NO. 1415-CSSP-02
Priority: 2) Homelessness, and 3) Special (Needs) Population
(Total allocation: **\$13,300**; \$9,300 Township, \$4,000 CDBG)

The proposed agreements include provisions required by The Dept. of Housing and Urban Development (HUD) and the City of Urbana.

Options

1. Approve the Resolutions approving the CDBG CSSF agreements with Community Elements - Roundhouse Youth Shelter, and Courage Connection - Domestic Violence Services.
2. Approve the Resolutions approving the agreements, with suggested changes.
3. Do not approve the Resolutions and provide further direction to staff.

Fiscal Impacts

There is no impact to the City budget because the \$5,000 in CDBG funding for the Consolidated Social Service Funding is included in the City of Urbana and Urbana HOME Consortium FY 2014-2015 Annual Action Plan. The CDBG funding is to be combined with City of Urbana and Cunningham Township for Consolidated Social Service Funding grants.

The total amount allocated to the Consolidated Social Service Funding pool was \$265,000 from the following sources: (1) City of Urbana General Funds in the amount of \$195,000, with \$145,000 allocated to social service agencies and \$50,000 to emergency tenant relocation; (2) \$65,000 through Cunningham Township, and (3) \$5,000 through CDBG.

Approving the agreements within a reasonable period of time will allow for the timely expenditure of CDBG funds as required by HUD.

Recommendations

Staff and the Community Development Commission recommends the Urbana City Council approve the Resolutions.

Memorandum Prepared By:

Kelly H. Mierkowski, Manager
Grants Management Division

Attachments:

1. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Community Elements – Roundhouse Youth Shelter, Project No. 1415-CSSP-01)
2. City of Urbana Community Development Block Grant Agreement (Community Elements – Roundhouse Youth Shelter, Project No. 1415-CSSP-01)
3. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT [Courage Connection - Domestic Violence Services (A Woman’s Place), Project No. 1415-CSSP-02]
4. City of Urbana Community Development Block Grant Agreement [Courage Connection - Domestic Violence Services (A Woman’s Place), Project No. 1415-CSSP-02]
5. *Unapproved minutes from the August 26, 2014 regular meeting of the Urbana Community Development Commission.*

RESOLUTION NO. 2014-09-045R

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

(Community Elements - Roundhouse
Project No. 1415-CSSP-01)

WHEREAS, On April 21, 2014, the Urbana City Council passed Resolution No. 2014-04-020R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2014-2015 authorizing certain activities under the Public Service Activity Program.

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

Section 1. That an Agreement providing One Thousand and 00/100 dollars (\$1,000.00) in Community Development Block Grant funds, to provide safe shelter to runaway and homeless youth and to alleviate the problems that lead to the youth's situation in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

SUBRECIPIENT NAME: Community Elements, Inc.
PROJECT NAME: Roundhouse Youth Shelter
PROJECT NO. 1415-CSSP-01
PROJECT ADDRESS: 1801 Fox Drive, Champaign IL 61820
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Community Elements, Inc., an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2014 and ending June 30, 2015, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2014 and ending June 30, 2015 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 2014-2015 CDBG program funds to: Unify youth with their families if reunification is in the best interest of the youth. If reunification is not appropriate, staff work to find a safe and stable alternative living arrangement.
3. The City agrees to grant to the Subgrantee the sum of One Thousand and 00/100 Dollars (\$1,000.00) and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1415-CSSP-01 (hereinafter the "Project").

Agreement # 1415-CSSP-01

4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2014 and shall terminate on June 30, 2015, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
13. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.

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15. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
16. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee 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.
18. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.

- E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. And, may take other action as may be permitted by this Subrecipient Agreement.

20. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Kelly H. Mierkowski, Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Sheila Ferguson, Chief Executive Officer
Community Elements
1801 Fox Drive
Champaign, Illinois 61820

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

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, 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 Subgrantee further agrees to the following:

- (1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
- (2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;
- (4) 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 Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT B
ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee 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 Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- 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 Subgrantee 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 Subgrantee 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 subgrantees 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 Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any

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tier, is not in violation of the non-procurement debarment and suspension common. The Subgrantee 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 Subgrantee 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 Subgrantee, 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, Subgrantee 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 Subgrantee Project No. 1415-CSSP-01 of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1415-CSSP-01 pursuant to this Agreement.

Agreement # 1415-CSSP-01

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 Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 1415-CSSP-01.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2014 - June 30, 2015.

SCOPE OF SERVICE

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

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

A. Program Delivery

The Subgrantee shall provide a suitable living environment which includes increasing access to quality services. Services provided by the shelter include a 24/7 crisis hotline, shelter, food, clothing, supervision, individual and family counseling, group counseling, recreation, educational skills building, case management, and advocacy.

B. General Administration

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

3. Subgrantee 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 Subgrantee understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$38,050</u>	5	<u>\$58,650</u>
2	<u>\$43,450</u>	6	<u>\$63,000</u>
3	<u>\$48,900</u>	7	<u>\$67,350</u>
4	<u>\$54,300</u>	8	<u>\$71,700</u>

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:

A. Total Number of Persons To Be Served: Licensed eight (8) bed facility

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- B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$1,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee 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 Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-_____

- A. **The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
- B. **FOR Public Service Grants: With each subsequent request for reimbursement on a quarterly basis, Subgrantee shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
- C.. **FOR Public Facility Grants: The Subgrantee 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. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee 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. Subgrantee agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
8. Subgrantee 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 Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Agreement # 1415-CSSP-01

Name of Subgrantee: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**ATTACHMENT D
SUBRECIPIENT APPLICATION**

RESOLUTION NO. 2014-09-046R

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

(Courage Connection - Domestic Violence Services
Project No. 1415-CSSP-02)

WHEREAS, On April 21, 2014, the Urbana City Council passed Resolution No. 2014-04-020R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2014-2015 authorizing certain activities under the Public Service Activity Program.

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

Section 1. That an Agreement providing Four Thousand and 00/100 dollars (\$4,000.00) in Community Development Block Grant funds, to be used as leverage for other grant funds; this funding helps the agency provide essential services to victims of domestic violence and their children by assisting with securing the physical shelter space and the utilities necessary to run the shelter, in substantially the form of the copy of said Agreement, attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

SUBRECIPIENT NAME: Courage Connection (FKA The Center for Women in Transition)
PROJECT NAME: Domestic Violence Services (A Woman's Place)
PROJECT NO.: 1415-CSSP-02
PROJECT ADDRESS: 1304 West Main Street, Urbana Illinois 61801
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Courage Connection, an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2014 and ending June 30, 2015, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2014 and ending June 30, 2015 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY 2014-2015 CDBG program funds to:

Be used as leverage for other grant funds; this funding helps the agency provide essential services to victims of domestic violence and their children by assisting with securing the physical shelter space and the utilities necessary to run the shelter. The domestic violence program (A Woman's Place) provides emergency shelter, transitional housing, counseling, legal advocacy, children's services, 24-hour domestic violence hotline, domestic violence education groups, career and financial empowerment groups, and parenting groups to victims of domestic violence.

3. The City agrees to grant to the Subgrantee the sum of **Four Thousand and 00/100 Dollars (\$4,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1415-CSSP-02 (hereinafter the "Project").
4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
6. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
10. The Subgrantee represents to the City that the Project shall begin on July 1, 2014 and shall terminate on June 30, 2015 unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
11. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
13. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.

14. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
15. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
16. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee 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.
18. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
 - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all federal regulations;

- D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. And, may take other action as may be permitted by this Subrecipient Agreement.

20. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Kelly H. Mierkowski, Manager
Grants Management Division
Dept. of Community Development Services
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Isak Griffiths, Executive Director
Courage Connection (FKA The Center for Women in Transition)
508 East Church Street
Champaign, Illinois 61820

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

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, 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 Subgrantee further agrees to the following:

- (1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;
- (2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;
- (4) 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 Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT B
ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee 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 Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- 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 Subgrantee 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 Subgrantee 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 subgrantees 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee, 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, Subgrantee 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 Subgrantee Project No. 1415-CSSP-02 of the Urbana CDBG Program.

Subgrantee Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 1415-CSSP-02 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 1415-CSSP-02.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2014 - June 30, 2015.

SCOPE OF SERVICE

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

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

A. Program Delivery

The Subgrantee shall provide a suitable living environment which includes increasing access to quality services by providing brief case management services for Urbana residents age 55+ who are indicating a need for additional income.

B. General Administration

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

3. Subgrantee 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 Subgrantee understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD:

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$38,050</u>	5	<u>\$58,650</u>
2	<u>\$43,450</u>	6	<u>\$63,000</u>
3	<u>\$48,900</u>	7	<u>\$67,350</u>
4	<u>\$54,300</u>	8	<u>\$71,700</u>

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:

Total Number of Persons To Be Served: 150 persons (approximately)

Subgrantee 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 **\$4,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee 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 Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein:

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-_____

- A. The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.**
 - B. FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income (or comparable) forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.**
 - C. FOR Public Facility Grants: The Subgrantee 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. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee 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. Subgrantee agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and July 31st. Final billing requests shall not be processed for payment until a Final Progress Report (June 30th) is submitted.
 8. Subgrantee 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 Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Agreement # 1415-CSSP-02

Name of Subgrantee: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**ATTACHMENT D:
SUBRECIPIENT APPLICATION**



UNAPPROVED
MINUTES
COMMUNITY DEVELOPMENT COMMISSION MEETING
Tuesday, August 26, 2014, City Council Chambers
400 South Vine Street, Urbana, IL 61801

Call to Order: Chairperson Cobb called the meeting to order at 7:03 p.m.

Roll Call: Kelly Mierkowski called the roll. A quorum was present.

Commission Members Present: Fred Cobb, Chris Diana, Jerry Moreland, and Lisabeth Searing

Commission Members Excused/Absent: Janice Bengtson and Anne Heinze Silvis

Others Present: Kelly H. Mierkowski, Community Development Services.

Approval of Minutes: *Chairperson Cobb asked for approval or modifications to the July 22, 2014 minutes. Commissioner Moreland moved to approve the minutes as written and Commissioner Diana seconded the motion. The motion carried unanimously.*

Petitions and Communications: None.

Staff Report: Kelly Mierkowski, Grants Management Division Manager, provided a brief overview of the staff report provided to the Commissioners that evening. The HUD activity was that the City had received Authority to Use Grant Funds from HUD, waiting on funds in IDIS from the Dept. of Treasury. Also noted on the staff report were activities that staff completed and meetings staff attended since the last meeting.

Commissioner Diana re-asked a question re the bid amounts for the demolition of Urbana Townhomes. Ms. Mierkowski apologized for not doing so and would contact Randy to obtain that information

Old Business: None

New Business:

Consolidated Social Service Funding Pool CDBG Subrecipient Agreements for FY 2014-2015

Ms. Mierkowski stated that the agreements are with the Consolidated Social Service Funding recipients, specifically the agencies who are to receive CDBG funds. This year there were two agencies who received partial funding from CDBG and from either City of Urbana General Funds or Cunningham Township funds. They are Community Elements, specifically Roundhouse Youth Shelter and Courage Connection (formerly The Center for Women in Transition) Domestic Violence Services. The second page of the memo shows the priorities that were selected at the March meeting of the Community Development Commission for the CDBG funds and the two agencies selected fulfill one or more of the priorities. Community Elements meets the priority of Seniors/Youth, specifically Youth and Homelessness. Courage Connection Domestic Violence Services also meets the priority of Homelessness and Special (Needs) Population.

Ms. Mierkowski then asked if there were any questions or comments. Chairperson Cobb commented that the targets were being met and the amount of CDBG funding being spent is \$5,000. Ms. Mierkowski agreed, stating that \$1,000 in CDBG funds was allocated to Community Elements, and \$4,000 to Courage Connection out of the \$5,000 allocated. Page two of the memo also shows the total allocation that each agency has received.

Ms. Mierkowski then introduced Ms. Sheila Ferguson, CEO, Community Elements, who was there to provide information, as well as give updates and statistics for her agency. Ms. Ferguson stated that she wanted to take the opportunity to give a brief update of the Roundhouse program for FY 2014, as well as a history of the program. Community Elements has been operating Roundhouse since 2003, when CHASI (Children's Home and Aid Society) moved out of the Champaign area. Community Elements was pleased that they could take over the program and working with the Continuum of Care and all the housing providers in town, the program fills a niche in the community.

In 2013, Community Elements served 49 unduplicated children under the age of 18 in the Roundhouse Shelter. Average length of stay was around 5-7 days, but the older children (18-23 years of age), due to DCFS involvement and the regulations around homeless youth and being wards of the state, Roundhouse is able to serve them longer. For the older transitioning youth and young adults, their average length of stay is 1-2 months, which allows for school completion and to make sure their support plan is in place for self-sufficiency. Through funds received, they are allowed to provide rental vouchers in the community, which is monitored. They also provide services for self-sufficiency and financial literacy, etc., to make it possible for the youth and young adults to not see homelessness. Ms. Ferguson thanked the Commission, stating she was grateful for the funding they have received.

Chairperson Cobb asked how the amount of funding satisfies their needs and Ms. Ferguson stated that the amount received this year was a little bit above last year's funding, by about \$1000. With the State funding cuts, they are fortunate to receive the increase in funds. Funding received from local entities, such as the City of Urbana, provides the match needed for other grants at the Federal level. The grant operations are primarily funded through Federal basic center or runaway and homeless youth dollars. By having the local dollars demonstrates to the Federal government that there is local support and they can meet the match as these grants are highly competitive.

Commissioner Searing asked if the CDBG dollars could be used as local support for match. Ms. Ferguson stated that they have a lot of match dollars and that one of the things to gain points is by demonstrating local support, via letters of support or through local funds. For Roundhouse, they are primarily contributions toward the program that are used for Federal match. If they are pass-through funds, Community Elements does make a distinction and is grateful that the amount meets or exceeds the match amount required.

Commissioner Moreland asked if this allocation justifies the agency, as well as the City of Urbana, to the Federal government, as far as meeting the needs of the community. Ms. Ferguson agreed and stated that for example, in the Consolidated Plan, the identification of the problems in Champaign help drive the services. Their (Community Elements) mission is to meet the needs in the community, so if the Commission or City Council views a need that is unmet, they will come together around that issue to see if there is potential to increase funding, or start/stop a program that is working or not working, in order to meet that need.

Chairperson Cobb thanked Ms. Ferguson for coming and asked a question with regard to the fiscal impact, that the memo states that there is no fiscal impact to the City, but was wondering what impact there would be to the CDBG budget and objectives, as far as programs. Ms. Mierkowski stated that it helps fulfill the programs. All program and activities are listed in the Annual Action Plan, which includes the budget for all activities and programs, so the \$5,000 for social service funding was already allocated from the budget. The funding amount does not detract from any other program or activity listed in the Annual Action Plan. Chairperson Cobb then explained the three options with regard to the proposed Resolution. Commissioner Searing made a motion to forward the resolution to Council with a recommendation for approval; Commissioner Moreland seconded the motion. Commissioner Diana made a comment for clarification that the amount of \$5,000 is the amount that was tagged for this purpose and Ms. Mierkowski confirmed that this funding amount was to be used toward social service/public service funding as indicated in the Annual Action Plan; the motion carried.

Adjournment: Seeing no further business, Chairperson Cobb adjourned the meeting at 7:18pm.

Recorded by Kelly H. Mierkowski, Manager

UNAPPROVED