



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Elizabeth H. Tyler, AICP, City Planner/Director

DATE: August 7, 2002

**SUBJECT: AN ORDINANCE APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AGREEMENT (HOUSING AUTHORITY OF CHAMPAIGN
COUNTY PROJECT NO. 0203-08)**

Description

Included in this packet is a copy of the subrecipient agreement authorizing engineering and architectural services for the Housing Authority of Champaign County redevelopment of Lakeside Terrace Apartments for Program Year 2002-2003, July 1, 2002 through June 30, 2003.

Issues

The Community Development Commission at its July 16, 2002 meeting recommended this agreement to the Urbana City Council for review and approval, contingent on the U.S. Department of Housing and Urban Development (HUD) approving the scope of services as eligible CDBG activities and can be funded outside of the 20% cap on administration activities. Staff has received an e-mail from HUD indicating that the scope of services is an eligible activity and it can be funded outside of the 20% administration cap, as a rehabilitation activity. This agreement will then be forwarded to the Mayor for execution.

Background

On May 6, 2002, the Urbana City Council passed Resolution No. 2002-04-013R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY2002-2003. The AAP was subsequently submitted to HUD on May 16 for approval. Such approval has been received, and CDBG funds were released for expenditure effective July 1, 2002. At the time the AAP was approved, Council requested certain subrecipient agreements be return to it for review and approval before execution by the Mayor; this applicant was one of those.

Options

The Urbana City Council can pursue the following options:

- Approve the agreement as submitted and forward to the Mayor for execution;
- Amend the agreement and forward the amended version to the Community Development Commission for approval and recommendation.

Fiscal Impacts

CDBG budget amounts were approved as part of the AAP, and formally accepted with the approval of the City budget. This particular agreement will reimburse the Housing Authority for up to \$40,000 in expenses as set forth in Attachment C Statement of Special Conditions. Failure to forward the agreement for execution can delay this project and impact the timely expenditure of CDBG funds.

Recommendations

Staff requests that Council members review the attached agreement and forward the same to the Mayor for signature.

Memorandum Prepared By:

**Karen Rasmussen
Grants Coordinator II**

**Bob Grewe
Manager, Grants Management Division**

ORDINANCE NO. 2002-08-092

**{AN ORDINANCE APPROVING A CITY OF URBANA COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT}**

{Housing Authority of Champaign County Project No. 0203-08}

WHEREAS, on May 6, 2002, the Urbana City Council passed Resolution No. 2002-04-013R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan for Program Year 2002-2003 authorizing certain activities under the Community Development Housing Rehabilitation Program.

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

Section 1. That an Agreement providing \$40,000 in Community Development Block Grant funds, for capacity building efforts, between the City of Urbana and the Housing Authority of Champaign County, in 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 _____,

_____.

Tod Satterthwaite, Mayor

**HOUSING AUTHORITY OF CHAMPAIGN COUNTY
PROJECT NO.0203-08**

**CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and, HOUSING AUTHORITY OF CHAMPAIGN COUNTY an Illinois Housing Authority (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, 2002 and ending June 30, 2003, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2002 and ending June 30, 2003, which allocates a CDBG budget and authorizes establishment of public facilities and 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 Subrecipient Agreement.
2. The purpose of this Subrecipient Agreement is to pledge FY2002-2003 CDBG program funds to the Subgrantee for the purpose of authorizing architectural and engineering services necessary to redevelop public housing properties and facilities presently owned and operated by Subgrantee.

3. The City agrees to grant to the Subgrantee the sum of \$40,000 (Forty Thousand and 00/100 Dollars), and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 0203-08 (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.
7. 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.
8. 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.
9. 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 Subrecipient Agreement.
10. 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.
11. The Subgrantee represents to the City that the Project shall begin on July 1, 2002, and shall terminate on June 30, 2003, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. 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.

13. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the City from 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.
15. This Subrecipient 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.
16. 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.
17. 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.
18. 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 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.
19. 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 three (3) years after the termination of all activities funded under this Subrecipient 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.
20. Subgrantee understands and agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a Member of a State Legislature, an Official of a Municipal Government, an officer or employee of Congress, an officer or employee of a State Legislature, an officer or

employee of a Municipal Government, or an employee of a Member of Congress, and employee of a Member of a State Legislature, an employee of an Official of a Municipal Government in connection with the awarding of any contract, the making of any contract, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the abovelisted 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.

21. 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.

22. 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.

23. Notices and communications under this Subrecipient Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Bob Grewe
 Grants Management Division
 P.O. Box 946
 Urbana, Illinois 61803-0946

TO THE SUBGRANTEE: Steve Clark
 Executive Administrator
 205 W. Park St
 Champaign, Illinois 61820

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

CITY

BY: _____

ATTEST: _____

SUBGRANTEE

BY: _____

ATTEST: _____

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, religion, sex, age, or national origin, including but not limited to 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 of Subgrantee: _____

Address: _____

Printed Name/Title: _____

Signature: _____

Dated: _____

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 Subrecipient 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 separately and accurately identify use of CDBG funds pursuant to this Subrecipient Agreement.
8. 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.
9. 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.
 10. 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.

11. 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. 0203-05 of the Urbana CDBG Program.

Subgrantee Chief Executive Officer

Date

Attest by Subgrantee Official

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. 0203-08 pursuant to this Subrecipient 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. 0203-08.

1. This Subrecipient Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2002 - June 30, 2003./

SCOPE OF SERVICE

Subgrantee shall solicit bids or provide evidence of a vendor selection process and engage in a contractual arrangement with an architectural and/or engineering service to provide services related to the architectural and engineering services necessary to redevelop public housing properties and facilities presently owned and operated by Subgrantee.

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 engage in competitive bidding/vendor selection practices, engage and oversee contracts, and shall be responsible for the oversight of all architectural and/or engineering service activities.
 - B. General Administration
The Subgrantee shall provide the necessary staff to facilitate oversight of this construction/renovation project, to submit required progress reports and reimbursement requests, and to maintain ongoing communication with the City.

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 extremely low- to very 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.

| <u>Family Size</u> | <u>Income Not To Exceed</u> |
|--------------------|-----------------------------|
| 1 | \$20,850 |
| 2 | \$23,805 |
| 3 | \$26,800 |
| 4 | \$29,800 |
| 5 | \$32,200 |
| 6 | \$34,550 |
| 7 | \$36,950 |
| 8 | \$39,350 |

Income limits are subject to periodic revision by HUD.

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: 82 families

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. With written consent of the City, other forms of eligibility documentation may be submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Subrecipient Agreement shall not exceed \$40,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the 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.

At the first request for reimbursement, Subgrantee shall provide a job description of the staff position responsible for the oversight of the Project, copies of advertisements for bid or selection process for architectural and/or engineering services, and a copy of the contract negotiated with the designated architectural and/or engineering firm. With the first and with each succeeding request for reimbursement, Subgrantee shall provide copies invoices and cancelled checks or other documentation of payment for said invoices.

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 Subrecipient Agreement. Subgrantee may use such income during the contract period for activities permitted under this Subrecipient 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 Subrecipient Agreement expires, or received after the Subrecipient Agreement's expiration, shall be returned to the City.
7. Subgrantee agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31st and June 30th. 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 Subrecipient Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: _____

Address: _____

Printed Name/Title: _____

Signature: _____

Dated: _____