



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: August 4, 2016

SUBJECT: **Consolidated Social Service Funding Pool CDBG Subrecipient Agreements for FY 2016-2017**

Description

Included on the agenda of the August 8, 2016 Urbana City Council 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, 2016 and ending June 30, 2017. The proposed agreements are with the following two agencies that were approved for funding as part of the Consolidated Social Service Funding process: Champaign County Regional Planning Commission's (CCRPC) Youth Assessment Center and Persons Assuming Control of their Environment's (PACE) Personal Assistance program.

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 2016-2017 were made available on Monday, March 8, 2016; the deadline for submission of completed applications by social service agencies was on April 8, 2016 at 4:00pm. City Council/Township Board reviewed the application in a series of meetings during May and June, and approved the funding allocations on June 6, 2016.

The City of Urbana Grants Management Division monitors programs funded through CDBG and the City-funded programs. The Office of the Cunningham Township Supervisor monitors 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 22nd, 2016 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*.

Each of the agencies that were approved for CSSF grant funds meet at least one of the priorities set by 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. CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION (CCRPC),
PROJECT NO. 1617-CSSP-01 (Youth Assessment Center)
Priority: 1) Seniors and/or Youth
(Total allocation: **\$4,000**; \$2,000 City, \$2000 CDBG)

2. PERSONS ASSUMING CONTROL OF THEIR ENVIRONMENT, PROJECT NO.
1617-CSSP-03 (Personal Assistance)
Priority: 2) Homelessness, and 3) Special (Needs) Population
(Total allocation: **\$6,200**; \$3,200 City, \$3,000 CDBG)

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

At its July 26th, 2016 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 Champaign County Regional Planning Commission - Youth Assessment Center, and Persons Assuming Control of Their Environment – Personal Assistance program.

Options

1. Approve the Resolutions related to the CDBG CSSF agreements with Champaign County Regional Planning Commission - Youth Assessment Center, and Persons Assuming Control of Their Environment – Personal Assistance Program.

2. Approve the Resolutions concerning the agreements, with suggested changes.

3. Do not approve the Resolutions.

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 2016-2017 Annual Action Plan. The CDBG funding is to be combined with City of Urbana and Cunningham Township for Consolidated Social Service Funding grants. There is no impact to the CDBG budget because the \$5,000 in funding for the Consolidated Social Service Funding is included in the FY 2016-2017 City of Urbana and Urbana HOME Consortium Annual Action Plan.

The total amount allocated to the Consolidated Social Service Funding pool was \$250,000 from the following sources: (1) City of Urbana in the amount of \$75,000, which includes \$70,000 from General Funds and \$5,000 through CDBG; and (2) \$175,000 through Cunningham Township.

Programmatic Impacts

City staff will continue to provide the programmatic and administrative support for the Community Development Block Grant (CDBG) program with regard to social service funding as in previous years. This is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2015-2019, by providing support for community efforts to provide services and training for low- and moderate-income residents, as well as existing agencies delivering services to homeless individuals and families, and encouraging the expansion of local services to meet community homeless needs.

Recommendations

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

Memorandum Prepared By:

Kelly H. Mierkowski, Manager
Grants Management Division

Attachments:

1. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Youth Assessment Center, Project No. 1617-CSSP-01)
2. City of Urbana Community Development Block Grant Agreement (Champaign County Regional Planning Commission – Youth Assessment Center, Project No. 1617-CSSP-01)
3. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Persons Assuming Control of Their Environment – Personal Assistance, Project No. 1617-CSSP-02)
4. City of Urbana Community Development Block Grant Agreement (Persons Assuming Control of Their Environment – Personal Assistance, Project No. 1617-CSSP-02)
5. *Unapproved minutes from Community Development Commission, July 26, 2016*

RESOLUTION NO. 2016-08-050R

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

**(Champaign County Regional Planning Commission - Youth Assessment
Center, Project No. 1617-CSSP-01)**

WHEREAS, On May 2, 2016, the Urbana City Council passed Resolution No. 2016-04-024R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2016-2017 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 Two Thousand and 00/100 dollars (\$2,000.00) in Community Development Block Grant funds to the Youth Assessment Center of the Champaign County Regional Planning Commission, a program to connect youth with everything they need to be resilient, resourceful, responsible and restored to positive community involvement, 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: Champaign County Regional Planning Commission
PROJECT NAME: Youth Assessment Center
PROJECT NO. 1617-CSSP-01
PROJECT ADDRESS: 1776 E. Washington Street, Urbana, IL 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 Champaign County Regional Planning Commission, 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, 2016 and ending June 30, 2017, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2016 and ending June 30, 2017 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 2016-2017 CDBG program funds to: Connect youth with everything they need to be resilient, resourceful, responsible, and restored to positive community involvement.
3. The City agrees to grant to the Subgrantee the sum of Two Thousand and 00/100 Dollars (\$2,000.00) and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1617-CSSP-01 (hereinafter the "Project").

Agreement # 1617-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 audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. 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, 2016 and shall terminate on June 30, 2017, 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 Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
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.

Agreement # 1617-CSSP-01

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 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 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.
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;

Agreement # 1617-CSSP-01

- 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.
20. 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. The City may take other action as may be permitted by this Subrecipient Agreement.
- If it is the decision of the City to require the repayment to the City of any grant funds provided to the Subrecipient, the Subrecipient agrees to pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days. No delay or omission by the City in exercising any right or remedy available to it under this Subrecipient Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.
21. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the essential services or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

22. In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:
- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - E. Reduce or recapture the grant authorized herein;
 - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
 - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. 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.
24. 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: Rebecca Woodard, Program Manager
Champaign County Regional Planning Commission
1776 E. Washington Street
Urbana, Illinois 61802
25. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:

Agreement # 1617-CSSP-01

- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
 - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
 - C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.
26. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.
27. 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. The Subgrantee acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by the Subgrantee and the City, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives and Eligible Activities for Entitlement Communities," and the Guide, as amended, shall be incorporated hereto by reference. The Subgrantee is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of OMB-approved standard information collections when providing financial and performance information;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - Subgrantee shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.
 - Audits shall be conducted annually.
5. The Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment D and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.

6. 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.

Agreement # 1617-CSSP-01

- 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.
7. 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.
8. 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.

Agreement # 1617-CSSP-01

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.

9. 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. 1617-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. 1617-CSSP-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No. 1617-CSSP-01.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2016 - June 30, 2017.

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 agency include the connection of youth to everything they need to be resilient, resourceful, responsible and restored to positive community involvement.
 - 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>\$39,150</u>	5	<u>\$60,400</u>
2	<u>\$44,750</u>	6	<u>\$64,850</u>
3	<u>\$50,350</u>	7	<u>\$69,350</u>
4	<u>\$55,900</u>	8	<u>\$73,800</u>

Agreement # 1617-CSSP-01

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: Expect to serve 240 persons this year
 - 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 **\$2,000.00**. 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:

K09-1-5300-3970

- 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.

Agreement # 1617-CSSP-01

8. Subgrantee agrees to maintain financial records in accordance with and as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303, 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.

Name of Subgrantee: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**ATTACHMENT D
SUBRECIPIENT APPLICATION**

RESOLUTION NO. 2016-08-051R

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

(Persons Assuming Control of Their Environment - Personal Assistance,
Project No. 1617-CSSP-02)

WHEREAS, On May 2, 2016, the Urbana City Council passed Resolution No. 2016-04-024R 2015-05-047 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2016-2017 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 Three Thousand and 00/100 dollars (\$3,000.00) in Community Development Block Grant funds to the Personal Assistance program of Persons Assuming Control of their Environment, to connect personal assistants and potential employers, while building the skills of both the personal assistants and the consumers, 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: Persons Assuming Control of Their Environment
PROJECT NAME: Personal Assistance
PROJECT NO. 1617-CSSP-02
PROJECT ADDRESS: 1317 E. Florida Avenue, Urbana, IL 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 Persons Assuming Control of Their Environment, 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, 2016 and ending June 30, 2017, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2015 and ending June 30, 2016 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 2016-2017 CDBG program funds to: Connect personal assistants and to potential employers, while building the skills of both the personal assistants and the consumers.
3. The City agrees to grant to the Subgrantee the sum of **Three Thousand and 00/100 Dollars (\$3,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No. 1617-CSSP-02 (hereinafter the "Project").

Agreement # 1617-CSSP-02

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 audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. 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, 2016 and shall terminate on June 30, 2017, 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 Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
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.

Agreement # 1617-CSSP-02

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 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 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.
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;

Agreement # 1617-CSSP-02

- 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.

20. 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. The City may take other action as may be permitted by this Subrecipient Agreement.

If it is the decision of the City to require the repayment to the City of any grant funds provided to the Subrecipient, the Subrecipient agrees to pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days. No delay or omission by the City in exercising any right or remedy available to it under this Subrecipient Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

21. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the essential services or utilize shelter operation funds in the minimum amounts and for the minimum time period in accordance with the requirements of Attachment A provisions, noncompliance with the Act or Attachment A provisions, failure to return the executed subrecipient agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.

Agreement # 1617-CSSP-02

22. In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:
- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - E. Reduce or recapture the grant authorized herein;
 - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
 - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. 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.
24. 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: Nancy McClellan-Hickey, Executive Director
Persons Assuming Control of Their Environment
1317 E. Florida Avenue
Urbana, Illinois 61801
25. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:

Agreement # 1617-CSSP-02

- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
 - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
 - C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.
26. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.
27. 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. The Subgrantee acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by the Subgrantee and the City, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives and Eligible Activities for Entitlement Communities," and the Guide, as amended, shall be incorporated hereto by reference. The Subgrantee is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of OMB-approved standard information collections when providing financial and performance information;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - Subgrantee shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.
 - Audits shall be conducted annually.
5. The Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment D and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.

6. 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.

Agreement # 1617-CSSP-02

- 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.
7. 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.
8. 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.

Agreement # 1617-CSSP-02

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.

9. 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. 1617-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. 1617-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. 1617-CSSP-02.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2016 - June 30, 2017.

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 agency include the connection of personal assistants to potential employers, while building the skills of both the personal assistants and the consumers.

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>\$39,150</u>	5	<u>\$60,400</u>
2	<u>\$44,750</u>	6	<u>\$64,850</u>
3	<u>\$50,350</u>	7	<u>\$69,350</u>
4	<u>\$55,900</u>	8	<u>\$73,800</u>

Agreement # 1617-CSSP-02

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: Agency is currently serving 30 persons but has the capacity to serve 70 persons
 - 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 **\$3,000.00**. 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:

K09-1-5300-3970

- 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.

Agreement # 1617-CSSP-02

8. Subgrantee agrees to maintain financial records in accordance with and as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303, 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.

Name of Subgrantee: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

**ATTACHMENT D
SUBRECIPIENT APPLICATION**



UNAPPROVED
MINUTES
COMMUNITY DEVELOPMENT COMMISSION MEETING
Tuesday, July 26, 2016, City Council Chambers
400 South Vine Street, Urbana, IL 61801

Call to Order: Chairperson Cobb called the regular meeting to order at 7:06pm.

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

Commission Members Present: Fred Cobb, Chris Diana, Lauren Karplus and Jerry Moreland

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

Others Present: Kelly H. Mierkowski, Matt Rejc and Don Ho, Community Development Services. Aaron Smith, Homestead Corporation Executive Director.

Approval of Minutes: Chairperson Cobb asked for approval or corrections to the June 28, 2016 minutes. Commissioner Karplus moved to approve the minutes as written and Commissioner Moreland seconded the motion. The motion carried unanimously.

Petitions and Communications: Chairperson Cobb asked if there was any written communication to the Commission, there were none.

Audience Participation: Chairperson Cobb stated that audience members could speak if they so wished, no one from the audience stepped forward to speak.

Staff Report: Kelly H. Mierkowski, Grants Management Division Manager, provided a brief overview of the staff report provided to the Commissioners that evening, which included HUD activities, staff activities, meetings attended, and various projects and programs.

Old Business:

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (401-403 E. KERR AVENUE)

Mr. Rejc explained that 401-403 E Kerr are the parcels upon which the Highland Green development is intended to be situated. The parcels are currently city-owned property. The City has owned them for some time with the expectations that the property would be used for Affordable Housing. The developer is nearly in the final stages of preparing the finances and getting close to committing to the development. The time has come to transfer the property to the development team, so they can begin construction as soon as possible. In accordance with Section 2.118 with the Urbana City Code, a public hearing is required for the sale of any real estate. There will be a public hearing on the sale at the Council Meeting on August 1, 2016 at 7PM. The Council is looking for recommendation from the Community Development Commission on this proposed ordinance. A critical part of the development is making sure that the developer has the property in order to begin construction.

Chairperson Cobb mentioned the previous conversation about allocating additional funds for the development. Is there any issue that has come up requiring more funding or any other obstacles that we have not foreseen? Mr. Rejc stated that there have not been any requests for additional funding. GMD is fully aware of the rising construction costs for the developer, so GMD would certainly entertain other requests for funding if those requests were made. The commitment [to Highland Green] has helped the Consortium meet the HOME commitment deadline. The agreement has been signed and GMD is able to commit almost \$300,000 from the HOME fund and is still planning to commit about \$200,000 from the CDBG fund. Ms. Mierkowski added that GMD is not aware of any other requests for additional funding at this time.

Commissioner Karplus asked about the construction timeline from the developer perspective. Aaron Smith, the director of Homestead Corporation of Urbana-Champaign, explained that the construction would be finished in spring or early summer. The developer is planning to complete a set first, and then have them occupied while they are finishing the rest of the project. The developer hopes to finish the project as soon as possible before the winter.

Chairperson Cobb entertained a motion to either forward the Resolutions to Council with a recommendation for approval, forward the resolutions with to Council with a recommendation for approval with changes, or to not forward for approval. Commissioner Diana motioned for approval of the Resolution, Commissioner Karplus seconded the motion; the motion carried.

New Business:

A RESOLUTION APPROVING HOME LOAN DOCUMENTS BETWEEN THE URBANA HOME CONSORTIUM AND HIGHLAND GREEN, LLC.

A RESOLUTION APPROVING A CDGB INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF URBANA AND HIGHLAND GREEN, LLC.

Mr. Rejc stated that GMD introduced at the previous CDC meeting the HOME developer agreement that has recently been executed between the Urbana HOME Consortium and Highland Green, LLC. The Consortium committed \$291,580 to the project and that was done in advance of the developer financial closing to meet the Consortium's HOME commitment deadline. Meeting this commitment deadline was a critical component. Now the agreement has helped the Consortium to commit the money, GMD wants to bring forward the loan documents that will require the approval of the City Council to transfer the HOME funds to the developer in the form of a loan. It is the requirement of the developer using the low-income housing tax credit. The documents that will need to be implemented to insure it takes the form of a loan are the HOME Land Use Restrictions that ensure that the developer obeys the rules associated with the HOME program and those rules tied to the land. In addition, a promissory note, which is a standard legal document that goes along with conveying funds, tied to the property.

The City intended to use both HOME and CDBG fund at the same time. However, because of the HOME Commitment Deadline, GMD decided to commit the HOME funds more quickly and earlier. The HOME funds have now been committed; we can start working on CDBG. There are several drafts of CDBG documents, which are included in the packets. The City has not committed CDBG money formally, but these documents when executed will do that.

These include CDBG infrastructure agreement that will formally commit us to providing CDBG funds to the project, the mortgage, and promissory note that will tie the fund to the developer. When these documents are conveyed to the developer, the exchange will become legal. These documents are required to make sure the funds reach the developer; HOME funds for the construction and CDBG for the infrastructure. As mentioned before, the developer is looking to financially close in August when GMD hopes to bring this back before them for final approval.

Chairperson Cobb asked if anyone has expressed any opposition to this action. Ms. Mierkowski stated nobody has expressed any concerns or objections to Council. The Highland Green Project developer came and presented the project to Council and Council was eager to move forward. Commissioner Diana asked if there is any required waiting time after the public hearing. Mr. Rejc explained just a single public hearing is required and the sale can take place at any time following the public hearing. Commissioner Diana asked what the process would look like if there were any comments or objections during the public hearing period. If so, would there be any delay associated with HUD? Ms. Mierkowski said that she would look into this issue and make sure everything is accounted for. Mr. Rejc added that there is no HUD deadline or delay. The HOME Consortium has been able to commit the money to meet the deadline. Chairperson Cobb asked who would be monitoring the project to make sure they will meet all the requirements. Ms. Mierkowski stated that the Grants Management Division would be monitoring the whole process.

Chairperson Cobb entertained a motion to either forward the Resolutions to Council with a recommendation for approval, forward the resolutions with to Council with a recommendation for approval with changes, or to not forward for approval. Commissioner Karplus motioned for approval of the Resolution, Commissioner Moreland seconded the motion; the motion carried.

A RESOLUTION AMENDING AN EMERGENCY SOLUTIONS GRANT SUBRECIPIENT AGREEMENT (ROSECRANCE TIMES CENTER FY 2015-2016)

Mr. Rejc stated that this resolution is similar to what was brought to CDC not too long ago related to Tenant Based Rental Assistance. When Community Elements transitioned to Rosecrance, agreements were still made with Community Elements. Legally, it has become difficult to transfer funds to formerly Community Elements, now Rosecrance because they are a different entity at this point. GMD is working to make sure that the FY16-17 ESG funds are made to the correct entity. There is no amendment required for FY16-16 ESG funding. However, there is still one payment left that the City needs to make to Rosecrance.

In order to that, GMD is currently working with the Legal Department on how to properly construct this amendment. GMD is in the process of that, but needs approval from Council so that GMD can change that amendment to allow funds to flow back properly to Rosecrance, formerly Community Elements. The ESG Grants funded through the original amendment is for the Community Elements/Rosecrance Times Center. It is a shelter for men and currently going through some changes, but this agreement is to reimburse the expenses that they have already incurred. It will allow them to recoup the expenses that they have made on the Times Center.

Commissioner Diana asked if this is a sign-able agreement. Mr. Rejc explained that GMD is working with the Legal Department to make sure the agreement is sign-able. According to the City Attorney, if Community Elements still exists as some form of legal entity, perhaps this could ease the process of the funding agreement. Then the City may still be able to make payments to Community Elements.

Assuming that the agreements cannot be assigned, and it should be assigned to Rosecrance, GMD will need to work with the Legal Department on this: Commissioner Diana added it would be impossible to assign something that does not exist anymore. Ms. Mierkowski mentioned that GMD is going to have a meeting to CE to discuss more about merger and all the different programs that are affecting. She did check with DHS and asked them for their opinion. In their opinion, having the agreement state Rosecrance, formerly known as Community Elements is good enough. GMD will try to have the agreement ready next month. Chairperson Cobb asked if this is similar to when contractors go out of business and re-service with different names? Do the same people run the previous business? Ms. Mierkowski explained that they would have the same people, but different titles. Rosecrance is based in Rockford, Illinois and they have different facilities around the state. This is a part of their network of different facilities.

Chairperson Cobb entertained a motion to either forward the Resolutions to Council with a recommendation for approval, forward the resolutions with to Council with a recommendation for approval with changes, or to not forward for approval. Commissioner Moreland motioned for approval of the Resolution, Commissioner Karplus seconded the motion; the motion carried.

CONSOLIDATED SOCIAL SERVICE FUNDING POOL CDGB SUBRECIPIENT AGREEMENTS FOR FY 2016-2017

Ms. Mierkowski stated these are agreements that we have with two agencies that have applied for CSSF and that we look at to make sure that they fit the priorities the commission has chosen back in March. At the March 22 meeting, the Commission has Senior and Youth Homelessness and Special Needs Population. The Regional Planning Commission's Youth Assessment Center (YAC) hits the Youth priority. The Person Assuming Control of their Environment (PACE) hits the priority for Homelessness and Special Needs population. As a part of the Social Service funding, GMD monitors the fund through CDGB. Both the agencies receive both City and CDBG funds. We will need these agreements per HUD. There is no impact to the City Budget or CDBG budget because the funding was included in the Annual Action Plan.

Chairperson Cobb entertained a motion to either forward the Resolutions to Council with a recommendation for approval, forward the resolutions with to Council with a recommendation for approval with changes, or to not forward for approval. Commissioner Karplus motioned for approval of the Resolution, Commissioner Moreland seconded the motion; the motion carried.

Study Session: No items for this agenda.

Adjournment: Seeing no further business, Chairperson Cobb adjourned the meeting at 7:44 p.m.

Recorded by

Don Ho
Grants Compliance Specialist, Grants Management Division

UNAPPROVED