



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: John A. Schneider, MPA, Community Development Director
Sheila E. Dodd, Manager, Grants Management Division
Alyssa Jaje, Community Development Specialist

DATE: August 22, 2019

SUBJECT: **Consolidated Social Service Funding Pool CDBG Subrecipient Agreement for FY 2019-2020**

Description

Included on the agenda of the August 26, 2019 Committee of the Whole meeting is a Resolution Approving a proposed agreement with Habitat for Humanity of Champaign County for Public Service activities to be undertaken by a not-for-profit agency with Community Development Block Grant (CDBG) funds during the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Background & Discussion

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. These funds are granted to organizations by joint decision of the Urbana City Council and Cunningham Township Board.

A single application process was administered by the Grants Management Division of the City's Department of Community Development Services in conjunction with the Cunningham Township Supervisor's Office. CSSF applications for FY 2019-2020 were made available Monday, March 1, 2019 with the deadline for submission of completed applications of April 5, 2019 at 4:00pm.

City Council/Township Board reviewed the funding recommendations in a series of meetings during June and July, and approved the funding allocations on July 8, 2019, including \$5,000 for Habitat. The Grants Management Division administers programs that are funded with CDBG Public Service Funds and City of Urbana General Funds. The Office of the Cunningham Township Supervisor monitors the Township-funded programs.

Included in the total funding identified for CSSF grants is \$5,000 in CDBG funds. 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 February 26th, 2019 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) *Support services and training for low-income persons, and (2) Support homeless needs.*

The Habitat for Humanity program for housing counseling meets the priority (1) Support services and training for low-income persons for CDBG Public Service funding, and the proposed allocation amount is:

Habitat for Humanity of Champaign County
PROJECT NO. 1920-CSSP-01
Priority: (1) Support services and training for low-income persons
(Total allocation: **\$5,000**; \$5,000 CDBG)

Habitat for Humanity will use CDBG funds to provide housing counseling to assist individuals in achieving and sustaining financial security. The proposed agreement includes provisions required by the Department of Housing and Urban Development (HUD) and the City of Urbana.

Options

1. Approve the Resolution approving the agreement with Habitat for Humanity of Champaign County.
2. Approve the Resolution with suggested changes.
3. Do not approve the Resolution.

Fiscal Impacts

There is no impact to the City general fund 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 2019-2020 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. Approval of the agreement by City Council within a reasonable period will allow for the timely expenditure of CDBG funds as required by HUD.

Programmatic Impacts

City staff will continue to provide the programmatic and administrative support for the CDBG program with regard to social service funding as in previous years. This proposed project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2015-2019, by supporting the goal of expanding economic

opportunities through empowerment and self-sufficiency for low-income persons and providing decent housing opportunities.

Recommendations

Staff recommends that the Urbana City Council approve the Resolution approving the Community Development Block Grant agreement.

Attachments:

1. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Habitat for Humanity of Champaign County, Project No. 1920-CSSP-01)
2. City of Urbana Community Development Block Grant Agreement (Habitat for Humanity of Champaign County, Project No. 1920-CSSP-01)

RESOLUTION NO. 2019-08-033R

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

**(Habitat for Humanity of Champaign County, Inc.
Project No. 1920-CSSP-01)**

WHEREAS, On May 20, 2019, the Urbana City Council passed Resolution No. 2019-05-011R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2019-2020 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 up to Five thousand and 00/100 dollars (\$5,000.00) in Community Development Block Grant funds to Habitat for Humanity of Champaign County, to provide financial counseling to assist individuals in achieving and sustaining financial security, 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:

ABSTENTIONS:

Charles A. Smyth, City Clerk

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

Diane Wolfe Marlin, Mayor

CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Subrecipient Name	<u>Habitat for Humanity of Champaign County</u>
Project Name:	<u>Housing Counseling</u>
Project No.	<u>1920-CSSP-01</u>
Project Address:	<u>119 E. University Avenue, Champaign, IL 61820</u>
CFDA No.	<u>14.218</u>

This Community Development Block Grant (“CDBG”) agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named subrecipient, an Illinois not-for-profit agency (the “Subrecipient”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2019-2020 CDBG Program grant funds to the following project (the “Project”): Housing Counseling.

The City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (“HUD”) under the Housing and Community Development Act of 1974, as amended (the “Housing Act”). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2019 and ending June 30, 2020. The Urbana City Council has adopted an annual action plan for the same period. The annual action plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

- 1. Grant award.** Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to \$5,000 in CDBG Program grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control, nor does this agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.
- 2. Disbursement.** If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient CDBG Program grant funds. If

the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

3. **Recordkeeping; inspection.** The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

- A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.
- B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

4. **Reporting.** The Subrecipient shall submit regular quarterly Progress Reports to the City in the form, content, and frequency as required by the City. Attachment C contains the requirements for such Progress Reports. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing Progress Reports on a more frequent basis than as specified on Attachment C or when requested.

5. **Conflicts of interest.** The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

- A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

- B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.
- C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and HUD on a case-by-case basis, but only after the Subrecipient 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. The City's determination regarding a conflict of interest is not binding upon HUD.

6. **Term.** This agreement will remain in effect until September 1, 2020, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

7. **Representations.** The Subrecipient makes the following representations to the City:

- A. The Project will begin on July 1, 2019 and terminate no later than June 30, 2020, unless the parties otherwise agree in writing.
- B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.
- C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

8. **Default.**

- A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.
- B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient

fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

- C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.
- D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:
 - (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the grant authorized in this agreement;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or
 - (6) Other appropriate action including, but not limited to, any remedial action legally available.

9. **Indemnification.** The Subrecipient shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Subrecipient's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

10. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

11. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

12. **Assignment.** The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement,

the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

13. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

14. **Dispute resolution; governing law.** In the event of a dispute between the parties, the parties, before filing any court action, jointly shall 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 Court for the Sixth Judicial Circuit, Champaign, Illinois. Illinois law will govern all actions to enforce, construe, or interpret this agreement.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Subrecipient

Chad Hoffman
Executive Director
Habitat for Humanity of Champaign County
119 E. University Avenue
Champaign, IL 61820
director@cuhabitat.org

City of Urbana

Sheila Dodd, Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law.** The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Subrecipient

City of Urbana, Illinois

By: Kate Metz
Name
President

Date: July 29, 2019

By: Jane Diller
Name
Secretary

Date: July 29, 2019

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2019

Attest:

Charles A. Smyth
City Clerk
Resolution No. 2019-

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subrecipient 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 Subrecipient 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 Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): Chad Hoffman

Signature: 

Title: Executive Director

Date: 7/29/19

ATTACHMENT B

ASSURANCES

The Subrecipient 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 Subrecipient 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, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient 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.

- A. 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 Subrecipient 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 Subrecipient 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 subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal

assistance programs under Executive Order 12549. The Subrecipient 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 Subrecipient 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 Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 1819-CSSP-01 of the Urbana CDBG Program.



Subrecipient: Chief Executive Officer



Attest



Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 1920-CSSF-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 Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 1920-CSSP-01.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2019 - June 30, 2020.

SCOPE OF SERVICE

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

2. Subrecipient 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 Subrecipient shall provide a suitable living environment which includes increasing access to quality services. Services provided by the agency include programs that aim to connect youth to anything they need to be resilient, resourceful, responsible, and restored to positive community involvement.
 - B. General Administration
The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient 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. Subrecipient 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 Subrecipient 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>\$44,550</u>	5	<u>\$68,700</u>
2	<u>\$50,900</u>	6	<u>\$73,800</u>
3	<u>\$57,250</u>	7	<u>\$78,900</u>
4	<u>\$63,600</u>	8	<u>\$84,000</u>

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:
 - A. Total Number of Persons To Be Served: Expect to serve 150 person s this year.
 - B. Subrecipient 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 \$5,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient 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 Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. **The initial request for reimbursement submitted by the Subrecipient 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, Subrecipient 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 Subrecipient). Ethnic information for each person served shall also be submitted.**
 - C. **For Public Facility Grants: The Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: Habitat for Humanity

Address: 119 E. University; Champaign, IL 61820

Signed by: Chris Hoffman

Title: Executive Director

Date: 7-29-19

**ATTACHMENT D
SUBRECIPIENT APPLICATION**