

RESOLUTION NO. 2022-02-014R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT
DON MOYER BOYS AND GIRLS CLUB – TRANSPORTATION FOR URBANA
YOUTH**

(FY 2021-2022)

WHEREAS, the City of Urbana (the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, Don Moyer Boys and Girls Club has heretofore expressed their intent to administer their Transportation for Urbana Youth program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000 in City general funds to Don Moyer Boys and Girls Club so as to provide transportation for Urbana youth to and from Don Moyer Boys and Girls Club in substantially the same form 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 in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 14th day of February, 2022.

AYES: Wu, Evans, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None

ABSTENTIONS: None



Phyllis D. Clark

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 15th day of February, 2022.

Diane Wolfe Marlin

Diane Wolfe Marlin, Mayor

YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2021-2022

Grantee Name Don Moyer Boys and Girls Club
Grantee Address 201 E. Park Street, Champaign, IL 61820
Program Name: Transportation for Urbana Youth

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$10,000.00 for use in administering the following program (the "Program"): Transportation for Urbana Youth. This program will cover the expenses of transporting Urbana youth to the Don Moyer Boys and Girls Club facility located at 201 E. Park Street, Champaign, IL. Grant funds will be disbursed to the Grantee as a reimbursement for program expenses per Urbana resident served. The Grantee will receive \$11.25 per staff hour spent administering the program, up to the grant award of \$10,000.00.
2. **Allowable Costs.** The Grantee shall use grant funds only for the following costs related to the operation and administration of the Program.
 - A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.
3. **Disbursement.** The funding year will commence on July 1, 2021 and end on December 31, 2022. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
4. **Reporting.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee must submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement.
5. **Recordkeeping and inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination.** This agreement will remain in effect until December 31, 2022, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

9. **Indemnification.** The Grantee 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 Grantee'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 Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

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. **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.

Grantee

Don Moyer Boys and Girls Club
201 E. Park Street
Champaign, Illinois 61820
cburton@dmdgc.org

City of Urbana

Sheila Dodd, Manager
Interim Director, Community Development
Services Department
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaininois.us

15. **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.

16. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

17. **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.

Grantee

City of Urbana, Illinois

By: [Signature]
Name
Board President

Date: 2/9/22, 2022

By: [Signature]
Name
~~Secretary~~ Executive Director

Date: 2/9/2022, 2022

By: [Signature]
Diane Wolfe Marlin
Mayor

Date: February 21, 2022

By: [Signature]
Phyllis D. Clark
City Clerk

Date: 2/21, 2022