

RESOLUTION NO. 2022-06-053R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT  
THE WELL EXPERIENCE – FAMILY CARE PROGRAM  
(FY 2022-2023)**

**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**, The Well Experience has heretofore expressed their intent to operate a Family Care 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 The Well Experience so as to operate and administer the Family Care Program 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 13th day of June, 2022.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop

NAYS: None

ABSTENTIONS: None

  
Phyllis D. Clark  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this 15<sup>th</sup> day of June, 2022.

Diane Wolfe Marlin  
Diane Wolfe Marlin, Mayor

## YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2022-2023

Grantee Name	<u>The Well Experience</u>
Grantee Address	<u>PO Box 51</u>
Program Name:	<u>Well Family Care Programs</u>

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 for use in administering the following program (the “Program”): Well Family Care Programs.
- 2. Eligible Costs.** The Grantee shall use funds only to provide services to Urbana residents. Eligible costs include staff labor, program specific supplies, facility lease, or other program-related soft costs as allowable under HUD regulations found at 24 CFR 570.201(e)
- 3. Ineligible Costs.** The Grantee shall not use funds to provide income payments to program participants, support political activities, or to pay for equipment, furniture, vehicles, payroll tax, mortgage payments, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- 4. Disbursement.** The funding year will commence on July 1, 2022 and end on June 30, 2023. The City will disburse the grant award in an amount not to exceed \$10,000 in accordance with the provisions of this agreement. Funds will be disbursed as a reimbursement for eligible program expenses. Prior to the first payment, the Grantee will provide to the City two signed copies of this agreement.
- 5. Unique Identifier Number.** Prior to the first payment, the Grantee will provide to the City the agency Unique Identifier Number (UIN) per 2 CFR Part 200.
- 6. 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.
- 7. Financial Management.** The Grantee shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City financial statements and records, the most recent agency audit, or audited financial statements from a CPA. The agency shall make such reports available to the City within 60 days of audit completion.

**8. Recordkeeping; inspection.** 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. The City may conduct on-site reviews, examine the Grantee's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable regulations. The Grantee shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City during the Grantee's normal business hours.

**9. Reimbursement.** The Grantee shall reimburse the City for any funds received 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.

**10. Unused funds.** At the end of the grant term, the City will liquidate or release any unused grant funds remaining.

**11. 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.

**12. Modification.** No modification to this Agreement shall be effective unless in writing and executed by both the City and the Grantee, and where such modification complies with CDBG program requirements.

**13. Termination.** This agreement will remain in effect until June 30, 2023, inclusive, unless 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.

**14. 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.

**15. 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.

**16. 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.



**17. 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.

**18. 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.

**19. 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

Stephanie Cockrell  
Executive Director  
The Well Experience  
PO Box 51  
Urbana, IL 61803  
[scockrell@thewellexperience.org](mailto:scockrell@thewellexperience.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](mailto:sedodd@urbanaininois.us)

**20. 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.

**21. 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.

**22. 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  
President

Date: 7-22-, 2022

By: [Signature]  
Diane Wolfe Marlin  
Mayor

Date: 7-28-2022, 2022

By: [Signature]  
Name  
Secretary

Date: 7-22, 2022

Attest:

[Signature]  
Phyllis D. Clark  
City Clerk