

RESOLUTION NO. 2024-06-046R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA SCHOOL
DISTRICT 116 – SPLASH AFTERSCHOOL PROGRAM**

(FY 2024-2025)

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, Urbana School District 116 has heretofore expressed their intent to operate the SPLASH Afterschool 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 \$21,692 in City general funds to Urbana School District 116 so as to operate and administer the SPLASH Afterschool 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.

DS



PASSED BY THE CITY COUNCIL this 10th day of June, 2024.

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

NAYS: None.

ABSTENTIONS: None.

DocuSigned by:

FF1B402C2BC6488...

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this 12th day of June, 2024.

DocuSigned by:

0FB8B8E5B1B92C5...

Diane Wolfe Marlin, Mayor

**CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name	<u>Urbana School District</u>
Grantee Address	<u>1101 E University Ave, Suite B, Urbana, IL 61802</u>
Program Name:	<u>SPLASH Afterschool Program</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:

- 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 \$21,692 for use in administering the following program (the “Program”): SPLASH Afterschool Program. The program description can be found in Attachment A.
- Allowable Costs.** The Grantee shall use funds only for eligible items included in the approved budget. The approved budget can be found in Attachment B. Only services provided to Urbana residents will be eligible for reimbursement under the terms of this agreement. All costs must comply with the HUD regulations found at 24 CFR 570.201(e).
- Ineligible Costs.** The Grantee shall not use grant funds for any items or services not included in the approved budget. Nor shall the Grantee provide income payments to program participants, support political activities, or to pay for equipment, construction labor or supplies, or any other costs disallowed under HUD regulations found at 24 CFR 570.207.
- Disbursement.** The funding year will commence on July 1, 2024 and end on June 30, 2025. The City will disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.
- 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. Along with each quarterly request for reimbursement, the Grantee must submit a Youth Grant Reporting Form along with supporting expenditure documentation.
- Recordkeeping and inspection.** 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.

7. **Reimbursement.** The Grantee 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.

8. **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.

9. **Agreement Period.** This agreement shall remain in effect until June 30, 2025, inclusive, unless sooner terminated as provided in this agreement.

10. **Termination.** 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 City reserves the right to terminate the agreement, at its discretion, without cause upon a 30-day written notice to the Grantee.

11. **Availability of Funds.** This agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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

Dr. Jennifer Ivory-Tatum
Urbana School District
1101 E University Ave, Suite B
Urbana, IL 61802
jivory-tatum@usd116.org

City of Urbana

Breaden Belcher, Manager
Grants Division
City of Urbana
400 S Vine St
Urbana, IL 61801
bjbelcher@urbanaillinois.us

18. **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.

19. **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.

20. **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: _____
Name
Title

Date: _____, 2024

By: _____
Name
Secretary

Date: _____, 2024

By: DocuSigned by:
Diane Wolfe Marlin

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Diane Wolfe Marlin
Mayor

Date: 6/13/2024 | 8:05:11 AM CDT, 2024

By: DocuSigned by:
Darcy E. Sandefur

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Darcy E Sandefur
City Clerk

Date: 6/12/2024 | 9:56:53 AM CDT, 2024

Attachment A

Program Description

The Urbana Middle School SPLASH program is an extended day program open to all 6-8th grade students who attend Urbana Middle School. Urbana Middle School (UMS) is a diverse community educating an increasingly high number of at-risk children with limited resources. SPLASH targets “at-risk” Urbana students: minority students, low-income students, those who are behind academically, latch-key students, and students from troubled home environments. Since it began in 2005, the program has continued to operate after school, Monday through Thursday, in 6-week sessions with a daily attendance of about 110-140 middle school students. The UMS program has overall 150 students registered for the entire school year.

Attachment B

Budget

SPLASH Afterschool Program	
Item	Amount
Community Schools Coordinator	\$5,817
Staff, after school classes	\$11,058
Staff supervisors	\$4,817
Award Total:	\$21,692