RESOLUTION 2017-118 PASSED: OCTOBER 9, 2017

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A SUBRECIPIENT AGREEMENT WITH HOPE HAVEN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF $12,000 FOR FUNDING THE EMERGENCY SHELTER PROGRAM.

WHEREAS, the City of DeKalb will receive Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City Council approved, in the CDBG Action Plan and Proposed Use of Funds for Program Year 24, a total of up to $61,350 of CDBG funds to be used for public services; now

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb be authorized and directed to enter into an Agreement with Hope Haven for $12,000 of CDBG funds to support a program to provide emergency shelter services to homeless residents of DeKalb, a copy of which is attached hereto and made part hereto as Exhibit “A”.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of October, 2017, and approved by me as Mayor on the same day. Passed by an 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Fagan.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor
The project described herein is being funded by a Grant from the City of DeKalb, Illinois as part of the City’s 2017 Community Development Block Grant (CDBG) program which is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended.
CITY OF DEKALB
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT

This Community Development Block Grant Sub-recipient Agreement (the “AGREEMENT”) is made on this ______ day of ______ ___ 2017, by and between the City of DeKalb, an Illinois Municipal Corporation (hereinafter “CITY”) and Hope Haven (hereinafter “SUBRECIPIENT”).

RECITALS

WHEREAS, Resolution 2017-099 adopted on August 14, 2017 by the DeKalb City Council to approve the submission to the United States Department of Housing and Urban Development (hereinafter “HUD”) of the 2017 One Year Action Plan, and the reallocation of unspent CDBG Funds from prior years, respectively, the City’s application for Community Development Block Grant (hereinafter “CDBG”) funds under Title 1 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, said application was approved by HUD on Date TBA; and

WHEREAS, approval of the application by HUD, along with Resolution 2017-099, authorizes City Staff to enter into this Agreement in furtherance of the CITY’s Community Development objectives; and

WHEREAS, SUBRECIPIENT has been awarded certain CDBG grant funds (the “Grant”) to utilize in Subrecipient’s programming that is outlined in the Agreement and Appendices and this Agreement shall govern Subrecipient’s use of the Grant funds;

NOW, THEREFORE, the CITY and the SUBRECIPIENT, having first found the foregoing recitals as fact, and in consideration of the mutual covenants set forth below, hereby agree as follows:

AGREEMENT

I. APPENDICES TO AGREEMENT: All Appendices (A through F) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

II. WORK TO BE PERFORMED BY SUBRECIPIENT: In exchange for receiving CDBG grant funds from the CITY to support the portion of salary of the full-time Emergency Shelter Coordinator when providing direct services and advocacy for clients, the SUBRECIPIENT shall be responsible for administering the Program(s) as described in Appendix A (for each program) in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Programs goals that are outlined in Appendix A, including (1) the number of people to be served, (2) the number of program participants who are expected to be DeKalb residents, and (3) the number of program participants who shall meet HUD’s definition of low- or moderate-income persons, and outcome measures as outlined in Appendix A. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement,
solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget(s) in Appendix B.

III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS**: SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY's CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY's CDBG program by HUD may materially alter the terms of this Agreement. The City will distribute any amendments to the CDBG program within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT 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 ("Omni Circular") Subpart D, Sections 200.300 – 200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S CDBG Grant Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and is attached as Appendix C. Organizational capacity shall be demonstrated by various methods, including but not be limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient 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's CDBG Grant Administrator.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUBRECIPIENT uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines shall be attached to this contract as Appendix D and shall be incorporated into this contract 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 either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320.
The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding.

IV. LENGTH OF AGREEMENT: The term of this Agreement shall begin no sooner than April 1, 2017 and end on March 31, 2018. Payment of CDBG grant funds by the CITY to the SUBRECIPIENT shall occur for eligible services and/or activities performed by the SUBRECIPIENT during the term of this Agreement as long as the SUBRECIPIENT is performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

V. AMOUNT OF APPROPRIATION: The appropriation of CDBG funds for the Program shall be for an amount not to exceed Twelve Thousand dollars ($12,000.00) to be distributed as funding for the following programs: Support of the salary of the Emergency Shelter Coordinator for the portion of time he/she spends providing direct services and advocacy for homeless residents of the City of DeKalb. The SUBRECIPIENT understands that the amount of these appropriations may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new local appropriations shall occur upon approval by the DeKalb City Council. SUBRECIPIENT understands that the awarding of the grant(s) under this Agreement in no way implies the continued financial support of the program(s) or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

VI. INELIGIBLE PROGRAM COSTS: The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD or the CITY may require these costs be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix F, which is incorporated into this contract by reference.

VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT: The CITY agrees to fund the Program(s) in the form of a grant in a total aggregate amount not to exceed Twelve Thousand dollars ($12,000.00). Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix E. The CITY CANNOT disperse any grant funds until the Environmental Review is complete and this Agreement has been executed by both parties (24 CFR Sec. 570.503 (a)). The Environmental Review will be completed by the City, and shall be executed in a timely manner.

- The SUBRECIPIENT understands that this Agreement is for Public Services Programs and that payments shall be made per the schedule in Appendix E.
- The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial and narrative reports, and source documents for CDBG-funded expenditures) have been submitted and approved by CITY staff. Payment may be withheld pending receipt and approval of all required documentation.
VIII. SUSPENSION OR TERMINATION:

- Suspension or Termination for Cause by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the CITY may in its sole discretion suspend or terminate this Agreement.
  1. Material non-compliance includes, but is not limited to, the following:
     i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
     ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
     iii. Ineffective or improper use of funds provided under this Agreement; or
     iv. Submission of reports by the SUBRECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.

  2. As a result of material non-compliance, the CITY may take one or more of the following actions:
     i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
     ii. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
     iii. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
     iv. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

- Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or the SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the goals indicated in the SUBRECIPIENT's proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; and (3) the portion to be terminated, in the case of partial termination. In the case of partial award termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

IX. REGULAR MEETING REQUIREMENT: SUBRECIPIENT agrees to meet on a regular or as-needed basis with the designated staff member of the CITY's Community Development Department to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.
X. RECORD REQUIREMENTS: SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

- SUBRECIPIENT shall be required to maintain all required records for five (5) years after the SUBRECIPIENT’s final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:
  1. General project correspondence and related items.
  2. Financial source documentation and associated transactional documentation.
  3. Procurement procedures and associated documents.
  4. Compliance with applicable State and Federal regulations.
  5. Program reports.
  6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income.
  7. Personnel actions.
  8. Acquisition and disposition of property.

- The records which, at a minimum, must be maintained are as follows:

  1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
     i. Cash Receipts Register: For recording of funds received in connection with the grant program.
     ii. Cash Disbursements Register: For recording disbursement of funds from the agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide to the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
   Payroll Records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person’s total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.

  2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $500. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid for out of this Grant.) Such equipment records are necessary for HUD recording requirements. However, SUBRECIPIENT
acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. **Indirect Costs Records:** A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective, and are not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

X. **REPORTING REQUIREMENTS:** The SUBRECIPIENT agrees to provide the CITY’s Community Development Department with regular reports described below per the schedule in Appendix E, and any other reports which may be required by the CITY’s CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY’S CDBG Grant Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT’S program engages in. These categories have been described within HUD’s “Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities,” and the Guide shall be incorporated hereto by reference, and is attached as Appendix C.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data and its relation to performance accomplishments of the Federal award.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via email by the SUBRECIPIENT throughout the term of the Program. **See Appendix E for report due dates.** All reports and required attachments may be viewed by members of the Community Development Department.

1. The CITY reserves the right to withhold any of the SUBRECIPIENT’s scheduled payments until such time as the CITY receives the SUBRECIPIENT’s financial progress and performance reports.

2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending receipt of accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY’s sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.

5. Reports will be submitted via email and shall consist of the following:
   i. **Beneficiary Demographic data**: Client statistics (i.e., number of DeKalb residents served, beneficiary race/ethnicity and incomes) for the report period.
   ii. **Program Accomplishments and Narrative**: Indicating progress against program goals as outlined in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
   iii. **Financial Report**: Indicating the budgeted expenses and revenues consistent with the 2017 appropriation for the grant Program as shown in Appendix B and the actual revenues and expenditures for the period covered by the report.
   iv. **Supporting documentation**: All Program expenditures charged to the CDBG Grant shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time and activity sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. **ANNUAL AUDIT**: The CITY requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT**: SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix B from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

XIV. **REVISION OF BUDGET AND PROGRAM PLANS**: The SUBRECIPIENT shall obtain written permission from the CITY CDBG Program Administrator prior to any change in the approved budget or program plans following Omni Circular §200.308(C) (increase or decrease) of ten percent (10%) of the line item's budget or $500, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix B. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and
(3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.

XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, 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 receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

- A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan.
- The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKERS' COMPENSATION:** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless and indemnify the CITY and its assigns, officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- The use or application of the Grant proceeds;
- The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- Any tort or other action or failure to act done in connection with the performance or operation of the Program;
- Any act or failure to act of any officer, employee, agent or servant of the SUBRECIPIENT;
- Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.
The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which SUBRECIPIENT has agreed in writing that based on the claim or liability the CITY is entitled to indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and that the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph. Notwithstanding anything in the Agreement to the contrary, the indemnities contained in this paragraph shall survive the termination of the Agreement.

**INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni circular 200.310 and 200.325, Insurance and Bonding requirements.

**NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this Agreement:

- SUBRECIPIENT agrees to not allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from same.
- SUBRECIPIENT agrees that no officer, employee, designee, agent or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY’s CDBG Program during his tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.
- SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible
personal benefit from a firm considered for a contract. Such officers, employees or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

• Copeland “Anti-kickback” Act. – Any SUBRECIPIENT paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings, the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland “Anti-kickback” Act.

**PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:

- Fees for services performed,
- Use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under a Federal award,
- License fees and royalties on patents and copyrights,
- And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that, unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income, except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent the participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income to the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

Program income is to be: (check one)
1) returned to the CITY at times determined by the CITY; or

2) retained by SUBRECIPIENT to undertake the following activities:

Support of the salary of the Residential Coordinator for that portion of his/her time when he/she is providing direct services and advocacy for City of DeKalb clients.

If retained by SUBRECIPIENT, all activities undertaken with the use of said income will be governed by all provisions of this Agreement. All program income, regardless of source, shall be substantially disbursed for any or all eligible CDBG activities undertaken by the SUBRECIPIENT before additional cash payments are made to the SUBRECIPIENT from the CITY (pursuant to CDBG regulations at 24 CFR Sec. 570.504 (c)). Any income on hand when this Agreement expires or received after such expiration shall be paid to the CITY upon request.

**XXII. RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds upon the completion or termination of the Program:

- If the work of the program cannot be completed, or if SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds.

- Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issued to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY’s satisfaction.

1. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.

2. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditures and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.

3. Funds paid to SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determined to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.

- A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the Community Development Director can release funds if audit or grant report is not reconciled.
INDEPENDENT CONTRACTOR: SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venturer, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker’s Compensation Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney’s fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations; or (2) any other action or inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule” (Omni Circular Omni Circular, as specified in this paragraph:

- Subpart B – “General”;
- Subpart C – “Pre-Federal Award Requirements and contents of Federal Awards,” except for §§ 200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit of proposals, 200.205 Federal awarding agency review of risk posed by applicants, and 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D – “Post Federal Award Requirements Standards for Financial and Program Management,” except for:

1. Section 200.305 “Payment.” The CITY shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
2. Section 200.306, “Cost Sharing and Matching”;
3. Section 200.307, “Program Income.” In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
4. Section 200.308, "Revision of Budget and Program Plans";
5. Section 200.311, "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
   i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
   ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance”;
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records,” applies with the following exceptions:
   i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
   ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which
the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

10. Section 84.61 “Termination”. In lieu of the provision of 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) Suspension and Termination; and

• Subpart D - "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXXIV. COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES: SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

• As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:

  1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
  2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
  3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

• Where the public services provided under paragraph a of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.
CERTIFICATION: To the best of its knowledge or belief, the SUBRECIPIENT certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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 federal 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, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and

- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

WAIVER: The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive the CITY's right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.
NOTICES: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- if the CITY, to:
  Jo Ellen Charlton
  Community Development Director
  City of DeKalb
  200 South Fourth Street
  DeKalb, Illinois 60116
  Phone: (815) 748-2371
  Email: joellen.charlton@cityofdekalb.com

- if the SUBRECIPIENT, to:
  Lesly Wicks
  Executive Director
  Hope Haven
  1145 Rushmoore Drive
  DeKalb, IL 60115
  Email: lwicks@hopehavendekalb.com

CHANGES TO AGREEMENT: The CITY and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in duplicate and the Effective Date is the date that the City signs the document.

CITY OF DEKALB

BY: [Signature]
NAME: Jerry Smith
TITLE: Mayor
DATE: 10-18-17

SUBRECIPIENT (DUNS Number: 02-739-4746)

BY: [Signature]
NAME: Lesly Wicks
TITLE: Executive Director
DATE: 10/10/2017
Appendix A

SUBRECIPIENT Program Description and Outcome Measures

Program Description

The City of DeKalb shall provide funding as contemplated by the attached Exhibit B, Program Budget, in the amount of $12,000.00 for Fiscal Year 2017 ("FY17"), for the Hope Haven program described below, subject to Hope Haven’s compliance with the terms of this Agreement and its appendices.

Hope Haven shall be responsible for providing services (as described below) over the period constituting FY17. Hope Haven will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state and local rules and regulations, and in a matter satisfactory to the City.

1) 100% of persons served through the program funded by the City shall be Low-Moderate Income ("LMI") clientele based upon compliance with one of the two following standards:
   a. Participants may be LMI based upon financial data utilizing the most recent available LMI standards available from the Department of Housing and Urban Development ("HUD"). Hope Haven shall utilize the financial verification form attached hereto as Exhibit 1 (or a replacement to this form that is approved by the City), to verify LMI status of program participants. Hope Haven shall review financial information for the program participants to establish the IRS definition of income and obtain the necessary documentation for participants to verify compliance with LMI thresholds described above. The verification and the documentation provided for participants to certify LMI status shall be subject to review by the City at any time upon request. Additionally, Hope Haven shall provide a written affidavit certifying compliance with this standard.
   b. Participants may be LMI presumed clientele if they are homeless. For identification as a homeless person, participants must have been referred to Hope Haven by a judicial referral from the Circuit Court, a referral from local police, or a licensed physician, psychologist or psychiatrist. Hope Haven shall maintain records of all such referrals and, within the constraints of applicable privacy laws, shall permit the City to review redacted copies of such referrals upon request. Additionally, Hope Haven shall provide an affidavit certifying compliance with this standard.

2) The facility at which services are provided (as funded under this Agreement) shall be a facility for providing shelter to the homeless. Hope Haven shall provide a written affidavit certifying compliance with this requirement.

3) The services provided by Hope Haven, as funded under this Agreement, shall constitute the subrecipient providing public services that constitute $12,000.00 of the cost of the full-time Emergency Shelter Coordinator’s salary, with such funding being utilized to cover a portion of the cost of the Emergency Shelter Coordinator working directly with individuals who are homeless. Hope Haven shall provide the City with payroll documentation including time and activity records evidencing the total cost of such coordinator’s salary, and work assignment documentation evidencing the percentage of such cost allocated to the provision of direct services to Hope Haven clients. The costs funded by the City shall be not more than the amount of such coordinator’s salary as are attributable to direct services to clients. Hope
Haven shall also provide the City with an affidavit evidencing compliance with this requirement. Detailed financial information is provided on Appendix B hereto.

4) Hope Haven shall provide the City with an annual budget and financial statements evidencing the total agency budget and the payment of incurred expenses consistent therewith. In the event that the incurred expenses are less than the projected budget, funding shall not be reduced under this Agreement, provided that Hope Haven provides services in compliance with the minimum requirements contained herein. Hope Haven shall also provide the City with an affidavit evidencing compliance with this requirement.

5) Hope Haven shall annually provide services to not less than 300 homeless individuals. The Emergency Shelter Coordinator shall be utilized to provide direct services to individuals who are homeless (certified as outlined above). Not less than 83% of such program participants shall be residents of the City of DeKalb. Hope Haven shall provide information on each resident of the City who is served including demographic information and family income level as defined by 30%, 50% or 80% of Area Median Income. Hope Haven shall provide the City with an affidavit evidencing compliance with this requirement.

6) The parties acknowledge that Hope Haven is a larger organization providing services across a broad geographic area. The references contained herein to “Hope Haven” shall constitute references to the applicant, Hope Haven of DeKalb County, Inc.
Appendix B: Program Budget

The total budget for services provided by Hope Haven (as relating to the services funded hereunder) is $452,296 for the Emergency Shelter Program. The budget for the salary for the full-time Emergency Shelter Coordinator is $49,267.49 including benefits. The portion of such costs funded by the City under this agreement shall be $12,000, which constitutes 24% of the cost of this specific position. Direct client services provided by the Emergency Shelter Coordinator to residents of the City of DeKalb shall constitute not less than 24% of the total salary expense for such individual. The portion of total project costs funded by the City under this agreement shall be $12,000, which constitutes 2.7% of total project costs.
### INCOME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Emergency Side</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUD Rapid Re-Housing</td>
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<tr>
<td>FEMA Grant</td>
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<td>Dept Human Serv- ESG (DCEO)</td>
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<tr>
<td>DeKalb County Mental Health 708</td>
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<td>City of De Kalb</td>
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<td>City of De Kalb/CDBG</td>
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<td>Foundation &amp; Corp Grants</td>
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<td>Mary Uschian Health Grant</td>
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<tr>
<td>Client Activities Donations</td>
<td>5,000</td>
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<td><strong>TOTAL INCOME</strong></td>
<td><strong>452,296</strong></td>
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<td>Contractual Services</td>
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<td>Rent Assistance-HUD</td>
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<td><strong>TOTAL EXPENSES</strong></td>
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<tr>
<td><strong>NET INCOME (Loss)</strong></td>
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**Emergency Shelter Coordinator salary is $40,800**

Health/life insurance=$203.40

Taxes=$3,264.00

Total=$49,267.49
### Hope Haven of DeKalb County, Inc.

**FY 2017 Fiscal Budget**

**July 1, 2016 - June 30, 2017**

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<td>HUD Rapid Re-Housing</td>
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<td>Office Expenses</td>
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<td><strong>Total Expense</strong></td>
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<td><strong>Net Income (Loss)</strong></td>
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</table>
Appendix C
Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities
Appendix D
SUBRECIPIENT Procurement Guidelines

will be emailed
Appendix D

SECTION I

Fiscal Policies and Procedures

Purpose:

To establish documentation consistent with accepted accounting procedures for the handling of cash received by representatives of Hope Haven, and to establish guidelines for overall fiscal policies and accounting procedures.

The Treasurer is responsible for overseeing the receipt and deposit of all of the corporation’s revenues in the bank or banks designated by the board of directors. The Treasurer will also be responsible for overseeing the disbursement of expenses consistent with the purpose of the corporation, for the investment of funds, and for the maintenance of appropriate records concerning all the aforesaid transactions.

Definitions:

Cash: Cash is defined as coin, currency, checks, money order, debit and/or credit card transactions. Sources of cash may be from client payments, governmental funds, other revenue-producing activities and donations.

Collection Point: A collection point shall be defined as any representative of Hope Haven who accepts or receives funds on behalf of Hope Haven.

Accounting/Record Keeping

Interim financial statements are prepared monthly for review by the Board of Directors. Annual financial statements for the fiscal year are prepared on an accrual basis, in conformity with generally accepted accounting principles. The Board of Directors shall provide for an independent audit by a CPA firm within a reasonable time after the close of each fiscal year.

Subsidiary records shall be maintained by the Permanent Housing Coordinator for clients’ funds received for security and key deposits. The record shall show the name of the client, the date, and amount received for security deposits. The record will also show the date and check number for each security deposit returned. Security deposits will be collected at the time of room assignment. See section below entitled Single Room Occupancy rentals.

All fiscal records shall be retained for at least five years after the end of the fiscal year. Some records shall be retained permanently. The folders for these records should be prominently marked “Permanent Records”. All permanent records should be stored together in a separate section of a file cabinet with a lock.

Key fiscal functions shall be properly segregated so that one or two individuals are not responsible for all functions.
Cash Receipts/Revenues

General Procedures and Policies:

1. A source document shall be prepared at the collection point by the designated representative of Hope Haven.
2. A pre-numbered receipt shall be issued in triplicate for all cash received—the original shall be given to the payer, the copy two shall be transmitted with the cash to the Administrative Assistant and copy three shall stay in the receipt book maintained at the Collection Point. (VOIDED receipts shall remain in the receipt book.)
3. Room rentals for residents of the Single Room Occupancy Project are due on or before the 10th of each month and shall be deposited by the 15th.
4. All cash receipts and accompanying source documentation shall be kept by the Permanent Housing Coordinator in a safe or cash box in the Permanent Housing Coordinator’s office. Such receipts and documentation shall be transmitted to the Administrative Assistant on or before the next business day following the completion of the collection or by the 10th of the month. In the event that the funds are not transmitted within the prescribed period, then the total of the funds will be recorded and deposited by the fourth Friday of the month.
5. All funds transmitted to the Administrative Assistant shall be kept in a locked cabinet until deposited. Cash accumulated in the safe by the Administrative Assistant shall not exceed $1,000.00. Funds that have not been deposited prior to the second or fourth Friday of any month shall be deposited on that date.
6. Any changes in the cash handling procedures shall be approved by the Treasurer of Hope Haven prior to implementation.

Procedures Specific for Programs Services:

1. All clients paying for service shall receive a pre-numbered receipt. The original shall be given to the payer, copy two shall be kept with the cash and copy three shall remain in the receipt book kept at the Collection Point.
2. A detail transmittal form, which shall include the room number, name of payee, amount of rent charged, paid or owed, and identify security deposits, shall be prepared at the Collection Point. The transmittal form will be verified and signed by the immediate supervisor and transferred to the Administrative Assistant with the cash. The Administrative Assistant and Grants Administrator shall verify the amounts, sign the transmittal form and file the form with the deposit documentation.
3. The total rent received will be deposited and recorded in the accounting records as an increase to Program Services Revenue. An itemized listing of the individual amounts received shall be included in the Memo section of the Quick Books entry.
4. Requests for “Security Deposit Refunds” shall be originated by the Permanent Housing Coordinator and approved by the Associate Director or Executive Director.

Rev. April 2017
Page 2 of 6
Procedures Specific for Donations:

1. The Administrative Assistant will open the mail with a second person.
2. All checks are stamped ‘For deposit only” immediately upon opening and processed including deposit in the week in which they are received.
3. All envelopes, letters and other enclosures shall be retained with individual donations and transferred to the Administrative Assistant with the donations.
4. Donation checks shall be listed on a Donation Log including the name(s) of the donor, date received, check number, the amount and an explanation/reason for the donation. The Grants Administrator shall verify and initial the Donation Log.
5. The Administrative Assistant shall record all donations in the computerized Donor base software, prepare a deposit slip, make the deposit, record the deposit, print a detailed deposit summary for the accounting records and retrieve a copy of the deposit ticket from the bank.

Administrative Assistant’s Responsibilities:

1. The Administrative Assistant shall verify all incoming cash amounts and enter donor information in the Donor base software when appropriate.
2. Deposit slips shall be prepared for individual sums received from specific sources. Deposits shall be made in accordance with established guidelines (see General Procedures and Policies above) and a Transaction Receipt retained.
3. All deposits (name of donor, check number, date, amount and purpose) shall be recorded in the official accounting records and a file copy of the deposit summary printed.
4. For each deposit, the transaction receipt, a printed copy of the deposit summary and all pertinent/supporting documentation received with the incoming funds shall be stapled together and maintained in a file for future inspection at the discretion of the Treasurer of Hope Haven and/or his/her designee.

Grants Administrator’s Responsibilities and Duties:

1. The Grants Administrator of Hope Haven is responsible for independently verifying the deposit slip total and the deposit slip detail of all deposits, and shall include a signed printout of such verification indicating that there are no discrepancies.
2. The Grants Administrator of Hope Haven is responsible for the independent verification of all account balances including the cash management trust accounts.
3. The Grants Administrator and the Administrative Assistant shall reconcile all accounts monthly within one week of the end of the month. Any discrepancies shall be reported to the Board immediately. A printed copy, initialed by the Treasurer, shall be kept in a separate reconciliation binder.
4. On or before the fifteenth of each month, the Grants Administrator shall examine supporting documents for all checks listed on the previous month’s check register, and make a notation on the check register that this has been done. This is a HUD recommendation.

**Cash Disbursements/Expenses**

The operating budget, as approved by the Board of Directors, provides spending authority for disbursements. It is the responsibility of the Executive Director to keep expenses within the operating budget. The Executive Director has authority to sign contractual agreements and equipment orders that are included in the budget. The Associate Director and Grants Administrator may approve purchases $100 and under. Purchases over $500 must have 3 quotes and be submitted to the Executive Director for approval. Any discretionary item that exceeds the Board approved line item for the fiscal year must be submitted to the Board of Directors for approval.

A payment request form must be completed for all payments except for salaries and wages. Each section of the form must be completed and signed by the person requesting payment. Any unusual payments should be approved by the Executive Director. Proper supporting documentation should be attached to all payment requests.

As an internal control, the Administrative Assistant will review each request for proper supporting documents, budget categories and overall appropriateness and accuracy. After review of the payment requests, the Grants Administrator will review, approve, and print the checks. She/he will attach a check stub, with imprinted check number to each payment request, and will present the checks and check requests to an authorized check signer for signing. Payment requests will be filed in check number order.

Payments exceeding $10,000 will require two signatures. By the 15th of each month, the Treasurer will obtain all check requests and supporting detail for the previous month, and will review each payment for accuracy and appropriateness. The Treasurer will then sign off to that effect on the check registers or bank statement.

Staff salaries and benefits are assigned to programs and allocated to direct and administrative expenses according to the job description. Operating expenses are allocated to programs based upon floor space. Specific identification of an expense with a program is done whenever possible. This can often be done in the case of staff mileage and some other services where a specific client is receiving the service.

Reimbursements for staff business travel are paid at a rate determined annually (January 1) by the Board of Directors. Conference registration and related meals, lodging, toll charges and parking expenses are reimbursed based upon actual receipts. All business mileage and other travel expenses are submitted for reimbursement on a travel/mileage report.

**Personnel/Payroll**

Job descriptions are prepared and signed by employer and employee. Descriptions are updated whenever there are significant changes in duties. Compensation agreements are prepared by the
Executive Director and signed by employer and employee whenever there is a change in a salary or hourly rate.

Payroll withholding form, and Form I-9 as well, are obtained from each employee and kept on file. Quarterly Payroll Summaries are prepared and kept on file showing individual earnings, deductions and net pay. Time sheets are the source documents for all wage payments to hourly employee’s. Federal payroll taxes are deposited semi monthly at a Federal Reserve Bank. State income tax withholding taxes are paid monthly by the 15th of the following month using Form 501. Taxes withheld during the 3rd month of each quarter are paid with Form IL-941, which is due on the last day of the following month.

**Real Property, Furniture and Equipment**

Land, land improvements, building, and furniture and equipment are recorded at cost. Land improvements are depreciated over a useful life of 20 years, the building over a life of 40 years, and furniture and equipment over a 7-year life. The straight line method of depreciation is used.

The original complement of furniture and equipment, and subsequent purchases as well through FY2005, were capitalized. Beginning with FY2015, purchases are expensed except for items costing $5,000 or more, which are capitalized. During a given fiscal year, expenditures for furniture and equipment are subject to budgetary controls and will be reported on the Profit & Loss Budget vs. Actual statement. At the end of a fiscal year, purchases of an item costing $5,000 or more will be capitalized by a journal entry to the balance sheet. Any item being replaced by a capitalized item must be identified and written off, together with the accumulated depreciation. Any excess of cost over accumulated depreciation will be recorded as Furniture and Equipment Disposal expense.

This policy became effective with FY2015. Prior to that time, all purchases of $1,000 or more were capitalized, and all disposals were written off. In addition, an annual inventory of furniture and equipment was conducted and reconciled to the balance sheet account. A physical inventory of furniture and equipment should be conducted annually and reconciled to the ledger.

**SECTION II**

**STOCK/MUTUAL FUND DONATION POLICY**

Hope Haven may receive donations of stock or mutual funds. The Executive Director of Hope Haven is to be contacted immediately upon learning of any such donation. Normally these funds will be publicly traded securities. It is the policy of Hope Haven to sell immediately all marketable securities unless determined by the Hope Haven Board otherwise.

In some cases marketable securities may be restricted by applicable securities laws; in such instances, the final determination on the acceptance of the restricted securities shall be made by the Board of Hope Haven.

If closely held securities are offered in Hope Haven, the final determination of acceptance shall be reserved by the Board of Hope Haven based on ability to convert to cash, marketability of
securities, and tax consequence. Every effort should be made to sell as quickly as possible.

**Policy and Procedure**

Donations can be made electronically from the donor’s broker to our broker by contacting our stock donation coordinator, Donna Brown, at 815-981-9780. She will learn the donor, the name of the stock, the donor’s broker, provide instructions, and verify the date of transfer.

She will arrange for the transfer to our account at TD Ameritrade. All information regarding the donation will be given to Hope Haven as soon as possible.

The DTC code at TD Ameritrade is DTC#0188 and our Account Number is 757803403.

All donations will be recognized with a thank you letter signed by the Executive Director. The letter shall also include a description of the stock and the date the transfer was issued.

Stock donations will be calculated from the fair market value per share, using an average of the high and low price on the transfer date.

Shares of mutual fund donations will be calculated from the fair market value per share, using the closing price on the transfer date.
Appendix E
City of DeKalb 2017 CDBG Program
Schedule for Reporting and Disbursement of Funds

Programs that run throughout the 2017 program year will submit program and financial reports on a quarterly schedule. Grant reports and payments are generally on a quarterly schedule and are subject to change based on HUD date of release of grant funds. Reporting and payment schedules may be modified for SUBRECIPIENTS whose programs are completed in less than six months. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures.

<table>
<thead>
<tr>
<th>Report Due Date</th>
<th>Period Covered</th>
<th>Funds Disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 10, 2017</td>
<td>April 1 – June 30, 2017</td>
<td>July 2017</td>
</tr>
<tr>
<td>October 10, 2017</td>
<td>July 1 – September 30, 2017</td>
<td>October 2017</td>
</tr>
<tr>
<td>January 10, 2018</td>
<td>October 1 – December 31, 2017</td>
<td>January 2018</td>
</tr>
<tr>
<td>April 10, 2018</td>
<td>January 1 – March 31, 2018</td>
<td>April 2018</td>
</tr>
</tbody>
</table>
 Appendix F
City of DeKalb
Community Development Block Grant – Public Services
Program Costs Ineligible for CDBG Funds

The City of DeKalb uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low- and moderate income residents as identified in the City’s 2015-2019 Consolidated Plan. Direct program costs are generally eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with City of DeKalb CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

**Ineligible Costs include:**
- Entertainment costs;
- Alcoholic beverages;
- Fines, penalties, damages and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures.

**Eligible costs that will not be paid with CDBG include:**
- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation;
- Computers and other electronic devices.