

# **CUNNINGHAM TOWNSHIP BOARD**

Monday, February 13, 2023  
6 p.m.  
400S. Vine Street, Urbana, IL 61801

## **AGENDA**

- 1. ROLL CALL**
- 2. APPROVAL OF MINUTES**
  - a. January 9, 2023**
- 3. ADDITIONS TO THE AGENDA**
- 4. PUBLIC PARTICIPATION**
- 5. COMMITTEE TO VERIFY BILLS**
  - a. Town Fund**
  - b. General Assistance Fund**
- 6. REPORTS OF OFFICERS**
  - a. Audit Presentation**
- 7. UNFINISHED BUSINESS**
- 8. CLOSED SESSION: To Consider Appointment, Pursuant to 5 ILCS 120/2 (c)(1)**
- 9. NEW BUSINESS**
  - a. Assessor Appointment for the term February 14, 2023 – December 31, 2025**
  - b. Resolution No. T-2023-02-001R:** Resolution Authorizing the Supervisor to Sign an Agreement with City of Urbana for (Housing and Homelessness Innovation Grant)
  - c. Resolution No. T-2023-02-002R:** Resolution Authorizing the Supervisor to Sign a Subrecipient Grant Agreement with City of Champaign for the Purchase of an Outreach Vehicle (Housing and Homelessness Innovation Grant)
  - d. Resolution No. T-2023-02-003R:** Resolution Authorizing the Supervisor to Sign an Agreement with Proprio for On Demand Translation Services
- 10. ADJOURNMENT**

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanainlinois.us/uptv>.

# Cunningham Township

## Income and Expenses by Division

### January 4 through February 3, 2023

	Supervisor Unrestr...	Assessor Unrestr...	Total Town Fund	GA Fund	TOTAL
	(Town Fund)	(Town Fund)			
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4009 · TAXES					
4012 · PPRT - Personal Property Tax	7,131.53	0.00	7,131.53	7,131.53	14,263.06
Total 4009 · TAXES	7,131.53	0.00	7,131.53	7,131.53	14,263.06
4020 · GRANTS AND REIMBURSEMENTS					
4030 · SSI Reimbursements	0.00	0.00	0.00	2,772.58	2,772.58
Total 4020 · GRANTS AND REIMBURSEMENTS	0.00	0.00	0.00	2,772.58	2,772.58
4035 · DONATIONS AND GIFTS					
4039 · Angel Donor - Cash and Checks	0.00	0.00	0.00	7,984.40	7,984.40
Total 4035 · DONATIONS AND GIFTS	0.00	0.00	0.00	7,984.40	7,984.40
4050 · EARNED AND OTHER INCOME					
4040 · Misc Income	0.00	0.00	0.00	10.00	10.00
Total 4050 · EARNED AND OTHER INCOME	0.00	0.00	0.00	10.00	10.00
<b>Total Income</b>	<b>7,131.53</b>	<b>0.00</b>	<b>7,131.53</b>	<b>17,898.51</b>	<b>25,030.04</b>
<b>Gross Profit</b>	<b>7,131.53</b>	<b>0.00</b>	<b>7,131.53</b>	<b>17,898.51</b>	<b>25,030.04</b>
<b>Expense</b>					
6000 · PERSONNEL					
6009 · PAYROLL EXPENSES	15.75	31.50	47.25	64.75	112.00
6010 · SUPERVISOR'S SALARY	8,085.00	0.00	8,085.00	0.00	8,085.00
6011 · ASSESSOR'S SALARY	0.00	8,085.00	8,085.00	0.00	8,085.00
6012 · CLERK'S SALARY	433.38	0.00	433.38	0.00	433.38
6013 · SALARIES - OTHERS	6,000.00	25,572.34	31,572.34	37,153.57	68,725.91
6040 · HEALTH INSURANCE	4,017.57	2,170.31	6,187.88	8,195.89	14,383.77
6050 · IMRF	122.55	193.13	315.68	322.46	638.14
6060 · FICA	1,072.88	2,518.36	3,591.24	2,884.70	6,475.94
6070 · UNEMPLOYMENT COMP INS	49.67	216.10	265.77	320.53	586.30
Total 6000 · PERSONNEL	19,796.80	38,786.74	58,583.54	48,941.90	107,525.44
6100 · ADMINISTRATION					
6230 · Dues and Subscriptions	0.00	1,440.80	1,440.80	0.00	1,440.80
6240 · Computer Service/Software	116.78	0.00	116.78	116.79	233.57
6270 · Appraisals	0.00	2,500.00	2,500.00	0.00	2,500.00
6283 · Janitorial	200.00	400.00	600.00	200.00	800.00
6310 · Supplies	53.01	253.49	306.50	457.70	764.20
6340 · Postage	0.00	0.00	0.00	304.60	304.60
6350 · Printing	24.28	0.00	24.28	24.28	48.56
6411 · Equipment Purchase (< \$5,000)	43.72	0.00	43.72	43.73	87.45
6429 · Property Acquisition/Rent	0.00	6,000.00	6,000.00	0.00	6,000.00
6430 · Utilities	105.76	0.00	105.76	1,709.66	1,815.42
6440 · Telephone and Internet	209.89	187.37	397.26	242.36	639.62
6522 · Misc Expenses	14.20	0.00	14.20	19.56	33.76
Total 6100 · ADMINISTRATION	767.64	10,781.66	11,549.30	3,118.68	14,667.98
6110 · Training	0.00	3,660.00	3,660.00	0.00	3,660.00
6120 · Travel	0.00	110.44	110.44	0.00	110.44
6210 · Legal	675.00	2,812.50	3,487.50	675.00	4,162.50
6215 · Admin Services	1,656.09	802.71	2,458.80	751.71	3,210.51
6220 · Audit Services	9,260.00	0.00	9,260.00	0.00	9,260.00
6421 · Bldg Repairs/Maintenance	15.00	0.00	15.00	594.14	609.14
6700 · PROGRAMS					
6725 · Personal Allowances (GA) Checks	0.00	0.00	0.00	17,026.27	17,026.27
6726 · Housing Allow. (GA) Vendor Pay	0.00	0.00	0.00	1,310.00	1,310.00
6729 · Transportation Assistance	0.00	0.00	0.00	20.00	20.00
6732 · Rental Assistance (RA)	0.00	0.00	0.00	3,104.75	3,104.75
6734 · Rapid Rehousing - ESG	0.00	0.00	0.00	862.00	862.00
6735 · Emergency Housing - ESG	0.00	0.00	0.00	20,358.01	20,358.01
6736 · Street Outreach - ESG	0.00	0.00	0.00	84.01	84.01
6770 · Angel Donor Expenses	0.00	0.00	0.00	1,507.48	1,507.48
6779 · UU Utility Expenses	0.00	0.00	0.00	701.68	701.68
6795 · Intern/Volunteer Program	0.00	0.00	0.00	1,359.00	1,359.00
6798 · Other Grants	3,785.62	0.00	3,785.62	0.00	3,785.62
Total 6700 · PROGRAMS	3,785.62	0.00	3,785.62	46,333.20	50,118.82
<b>Total Expense</b>	<b>35,956.15</b>	<b>56,954.05</b>	<b>92,910.20</b>	<b>100,414.63</b>	<b>193,324.83</b>
<b>Net Ordinary Income</b>	<b>-28,824.62</b>	<b>-56,954.05</b>	<b>-85,778.67</b>	<b>-82,516.12</b>	<b>-168,294.79</b>
<b>Net Income</b>	<b>-28,824.62</b>	<b>-56,954.05</b>	<b>-85,778.67</b>	<b>-82,516.12</b>	<b>-168,294.79</b>

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02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
 January 4 through February 3, 2023

Date	Name	Memo	Paid Amount
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>4009 · TAXES</b>			
<b>4012 · PPRT - Personal Property Tax</b>			
01/26/2023	STATE OF ILLINOIS	PPRT Dec 22 - inv# so183421	7,131.53
01/26/2023	STATE OF ILLINOIS	PPRT Dec 22 - inv# so183421	7,131.53
Total 4012 · PPRT - Personal Property Tax			14,263.06
Total 4009 · TAXES			14,263.06
<b>4020 · GRANTS AND REIMBURSEMENTS</b>			
<b>4030 · SSI Reimbursements</b>			
01/05/2023	STATE OF ILLINOIS	SSI Reimbursement - GR	822.58
01/05/2023	STATE OF ILLINOIS	SSI Reimbursement - CM	1,300.00
01/05/2023	STATE OF ILLINOIS	SSI Reimbursement - PB	650.00
Total 4030 · SSI Reimbursements			2,772.58
Total 4020 · GRANTS AND REIMBURSEMENTS			2,772.58
<b>4035 · DONATIONS AND GIFTS</b>			
<b>4039 · Angel Donor - Cash and Checks</b>			
01/05/2023	Covert/Pagliuso	Angel Donor Fund 12/27	300.00
01/05/2023	PETER LASERSOHN	Angel Donor Fund 12/28	250.00
01/05/2023	ANON - Whitney Street	Recurring Angel Fund Donation 12/27	100.00
01/05/2023	First Mennonite Church of ...	Angel Donor Fund 12/21	2,134.40
01/05/2023	Anonymous Donation	Angel Donor Fund via American Endowment Foundation - no tax ...	2,000.00
01/05/2023	Richard Esbenshade	Angel Donor Fund via Pasadena Foundation - no tax letter	3,000.00
01/26/2023	Jill Adams	Angel donation In honor of son Nathan Alexander	200.00
Total 4039 · Angel Donor - Cash and Checks			7,984.40
Total 4035 · DONATIONS AND GIFTS			7,984.40
<b>4050 · EARNED AND OTHER INCOME</b>			
<b>4040 · Misc Income</b>			
01/05/2023	CASH	Fob replacement Fee	10.00
Total 4040 · Misc Income			10.00
Total 4050 · EARNED AND OTHER INCOME			10.00
Total Income			25,030.04
Gross Profit			25,030.04
<b>Expense</b>			
<b>6000 · PERSONNEL</b>			
<b>6009 · PAYROLL EXPENSES</b>			
01/05/2023	QuickBooks Payroll Service	Fee for 6 direct deposit(s) at \$1.75 each	10.50
01/05/2023	QuickBooks Payroll Service	Fee for 3 direct deposit(s) at \$1.75 each	5.25
01/05/2023	QuickBooks Payroll Service	Fee for 12 direct deposit(s) at \$1.75 each	21.00
01/19/2023	QuickBooks Payroll Service	Fee for 6 direct deposit(s) at \$1.75 each	10.50
01/19/2023	QuickBooks Payroll Service	Fee for 3 direct deposit(s) at \$1.75 each	5.25
01/19/2023	QuickBooks Payroll Service	Fee for 12 direct deposit(s) at \$1.75 each	21.00
02/02/2023	QuickBooks Payroll Service	Fee for 3 direct deposit(s) at \$1.75 each	5.25
02/02/2023	QuickBooks Payroll Service	Fee for 13 direct deposit(s) at \$1.75 each	22.75
02/02/2023	QuickBooks Payroll Service	Fee for 6 direct deposit(s) at \$1.75 each	10.50
Total 6009 · PAYROLL EXPENSES			112.00
<b>6010 · SUPERVISOR'S SALARY</b>			
01/06/2023	DANIELLE L. CHYNOWE...	Direct Deposit	2,695.00
01/20/2023	DANIELLE L. CHYNOWE...	Direct Deposit	2,695.00
02/03/2023	DANIELLE L. CHYNOWE...	Direct Deposit	2,695.00
Total 6010 · SUPERVISOR'S SALARY			8,085.00
<b>6011 · ASSESSOR'S SALARY</b>			
01/06/2023	WAYNE T WILLIAMS	Direct Deposit	2,695.00

**Cunningham Township**  
**Bills and Payroll**  
January 4 through February 3, 2023

Date	Name	Memo	Paid Amount
01/20/2023	WAYNE T WILLIAMS	Direct Deposit	2,695.00
02/03/2023	WAYNE T WILLIAMS	Direct Deposit	2,695.00
Total 6011 · ASSESSOR'S SALARY			8,085.00
<b>6012 · CLERK'S SALARY</b>			
01/06/2023	PHYLLIS D CLARK	Direct Deposit	144.46
01/20/2023	PHYLLIS D CLARK	Direct Deposit	144.46
02/03/2023	PHYLLIS D CLARK	Direct Deposit	144.46
Total 6012 · CLERK'S SALARY			433.38
<b>6013 · SALARIES - OTHERS</b>			
01/06/2023	Ivana Owona	Direct Deposit	2,100.00
01/06/2023	Jada Harris	Direct Deposit	1,540.00
01/06/2023	Norma K Rosson	Direct Deposit	1,125.00
01/06/2023	TANMAYSINGH R RAJPUT	Direct Deposit	975.00
01/06/2023	William Harris	Direct Deposit	1,400.00
01/06/2023	Nicole Philyaw	Direct Deposit	1,127.83
01/06/2023	Nicole Philyaw	Direct Deposit	799.81
01/06/2023	Nicole Philyaw	Direct Deposit	72.36
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	471.49
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	429.22
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	195.10
01/06/2023	Ioline Regibeau	Direct Deposit	603.50
01/06/2023	Ioline Regibeau	Direct Deposit	0.00
01/06/2023	Ioline Regibeau	Direct Deposit	80.47
01/06/2023	Ioline Regibeau	Direct Deposit	476.00
01/06/2023	Ioline Regibeau	Direct Deposit	38.53
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	1,200.19
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	799.81
01/06/2023	Jenny Goodwine	Direct Deposit	430.12
01/06/2023	Jenny Goodwine	Direct Deposit	369.18
01/06/2023	Jenny Goodwine	Direct Deposit	184.59
01/06/2023	Jessica Black	Direct Deposit	443.40
01/06/2023	Jessica Black	Direct Deposit	504.00
01/06/2023	Jessica Black	Direct Deposit	0.00
01/06/2023	Jessica Black	Direct Deposit	0.00
01/06/2023	Jessica Black	Direct Deposit	0.00
01/06/2023	LILYIA GARCIA	Direct Deposit	647.59
01/06/2023	LILYIA GARCIA	Direct Deposit	512.70
01/06/2023	LILYIA GARCIA	Direct Deposit	50.35
01/06/2023	LILYIA GARCIA	Direct Deposit	77.82
01/06/2023	SHAYA . ROBINSON	Direct Deposit	620.28
01/06/2023	SHAYA . ROBINSON	Direct Deposit	541.89
01/06/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/06/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/06/2023	SHAYA . ROBINSON	Direct Deposit	203.21
01/06/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/06/2023	JEN STRAUB	Direct Deposit	565.79
01/06/2023	JEN STRAUB	Direct Deposit	273.14
01/06/2023	MARTEL MILLER	Direct Deposit	793.73
01/06/2023	MARTEL MILLER	Direct Deposit	546.28
01/06/2023	MARTEL MILLER	Direct Deposit	29.27
01/06/2023	KYLE PATTERSON	Direct Deposit	539.01
01/06/2023	KYLE PATTERSON	Direct Deposit	14.84
01/06/2023	KYLE PATTERSON	Direct Deposit	553.84
01/20/2023	Ivana Owona	Direct Deposit	2,100.00
01/20/2023	Jada Harris	Direct Deposit	1,540.00
01/20/2023	Norma K Rosson	Direct Deposit	1,520.00
01/20/2023	TANMAYSINGH R RAJPUT	Direct Deposit	1,058.67
01/20/2023	William Harris	Direct Deposit	1,400.00
01/20/2023	Nicole Philyaw	Direct Deposit	1,704.76
01/20/2023	Nicole Philyaw	Direct Deposit	200.00
01/20/2023	Nicole Philyaw	Direct Deposit	95.24
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	886.40
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	107.31
01/20/2023	Ioline Regibeau	Direct Deposit	1,081.20
01/20/2023	Ioline Regibeau	Direct Deposit	0.00



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02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
01/20/2023	Ioline Regibeau	Direct Deposit	0.00
01/20/2023	Ioline Regibeau	Direct Deposit	119.00
01/20/2023	Ioline Regibeau	Direct Deposit	0.00
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	1,497.86
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	199.90
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	302.24
01/20/2023	Jenny Goodwine	Direct Deposit	835.64
01/20/2023	Jenny Goodwine	Direct Deposit	123.06
01/20/2023	Jenny Goodwine	Direct Deposit	26.37
01/20/2023	Jessica Black	Direct Deposit	691.80
01/20/2023	Jessica Black	Direct Deposit	126.00
01/20/2023	Jessica Black	Direct Deposit	0.00
01/20/2023	Jessica Black	Direct Deposit	111.60
01/20/2023	Jessica Black	Direct Deposit	0.00
01/20/2023	LILYIA GARCIA	Direct Deposit	1,114.34
01/20/2023	LILYIA GARCIA	Direct Deposit	128.30
01/20/2023	LILYIA GARCIA	Direct Deposit	45.82
01/20/2023	SHAYA . ROBINSON	Direct Deposit	1,186.45
01/20/2023	SHAYA . ROBINSON	Direct Deposit	135.41
01/20/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/20/2023	SHAYA . ROBINSON	Direct Deposit	43.52
01/20/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/20/2023	SHAYA . ROBINSON	Direct Deposit	0.00
01/20/2023	JEN STRAUB	Direct Deposit	732.60
01/20/2023	JEN STRAUB	Direct Deposit	97.55
01/20/2023	JEN STRAUB	Direct Deposit	97.55
01/20/2023	MARTEL MILLER	Direct Deposit	1,248.97
01/20/2023	MARTEL MILLER	Direct Deposit	136.57
01/20/2023	KYLE PATTERSON	Direct Deposit	919.44
01/20/2023	KYLE PATTERSON	Direct Deposit	136.48
01/20/2023	KYLE PATTERSON	Direct Deposit	138.46
01/20/2023	KYLE PATTERSON	Direct Deposit	154.94
02/03/2023	Nicole Philyaw	Direct Deposit	2,000.00
02/03/2023	ELIZABETH PERRACHIO...	Direct Deposit	1,124.10
02/03/2023	Ioline Regibeau	Direct Deposit	1,190.85
02/03/2023	Ioline Regibeau	Direct Deposit	0.00
02/03/2023	Ioline Regibeau	Direct Deposit	0.00
02/03/2023	Ioline Regibeau	Direct Deposit	0.00
02/03/2023	Ioline Regibeau	Direct Deposit	0.00
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	2,000.00
02/03/2023	Jenny Goodwine	Direct Deposit	966.90
02/03/2023	Jenny Goodwine	Direct Deposit	20.22
02/03/2023	Jessica Black	Direct Deposit	786.30
02/03/2023	Jessica Black	Direct Deposit	0.00
02/03/2023	Jessica Black	Direct Deposit	84.90
02/03/2023	Jessica Black	Direct Deposit	0.00
02/03/2023	Jessica Black	Direct Deposit	0.00
02/03/2023	LILYIA GARCIA	Direct Deposit	1,298.52
02/03/2023	LILYIA GARCIA	Direct Deposit	66.85
02/03/2023	Melissa Stone		90.75
02/03/2023	SHAYA . ROBINSON	Direct Deposit	1,243.90
02/03/2023	SHAYA . ROBINSON	Direct Deposit	0.00
02/03/2023	SHAYA . ROBINSON	Direct Deposit	0.00
02/03/2023	SHAYA . ROBINSON	Direct Deposit	121.48
02/03/2023	SHAYA . ROBINSON	Direct Deposit	0.00
02/03/2023	SHAYA . ROBINSON	Direct Deposit	0.00
02/03/2023	JEN STRAUB	Direct Deposit	778.12
02/03/2023	MARTEL MILLER	Direct Deposit	645.46
02/03/2023	MARTEL MILLER	Direct Deposit	741.38
02/03/2023	KYLE PATTERSON	Direct Deposit	1,096.80
02/03/2023	KYLE PATTERSON	Direct Deposit	168.13
02/03/2023	KYLE PATTERSON	Direct Deposit	69.23
02/03/2023	KYLE PATTERSON	Direct Deposit	39.56
02/03/2023	Ivana Owona	Direct Deposit	2,100.00
02/03/2023	Ivana Owona	Direct Deposit	3,192.00
02/03/2023	Jada Harris	Direct Deposit	1,540.00
02/03/2023	Norma K Rosson	Direct Deposit	1,385.00
02/03/2023	TANMAYSINGH R RAJPUT	Direct Deposit	1,196.67

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
02/03/2023	William Harris	Direct Deposit	1,400.00
	Total 6013 · SALARIES - OTHERS		68,725.91
	<b>6040 · HEALTH INSURANCE</b>		
01/06/2023	WAYNE T WILLIAMS	Direct Deposit	696.77
01/06/2023	DANIELLE L. CHYNOWE...	Direct Deposit	721.89
01/06/2023	Nicole Philyaw	Direct Deposit	590.64
01/06/2023	Ioline Regibeau	Direct Deposit	303.79
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	328.91
01/06/2023	LILYIA GARCIA	Direct Deposit	303.79
01/06/2023	SHAYA . ROBINSON	Direct Deposit	367.33
01/06/2023	MARTEL MILLER	Direct Deposit	850.25
01/06/2023	MARTEL MILLER	Direct Deposit	0.00
01/06/2023	KYLE PATTERSON	Direct Deposit	551.23
01/13/2023	Key Benefit Administrators	Health Insurance Admin Fees	80.00
01/13/2023	Key Benefit Administrators	Health Insurance Admin Fees	80.00
01/13/2023	Key Benefit Administrators	Health Insurance Admin Fees	80.00
01/20/2023	WAYNE T WILLIAMS	Direct Deposit	696.77
01/20/2023	DANIELLE L. CHYNOWE...	Direct Deposit	721.88
01/20/2023	Nicole Philyaw	Direct Deposit	590.63
01/20/2023	Ioline Regibeau	Direct Deposit	303.79
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	328.90
01/20/2023	LILYIA GARCIA	Direct Deposit	303.79
01/20/2023	SHAYA . ROBINSON	Direct Deposit	367.33
01/20/2023	MARTEL MILLER	Direct Deposit	850.25
01/20/2023	MARTEL MILLER	Direct Deposit	0.00
01/20/2023	KYLE PATTERSON	Direct Deposit	551.23
02/03/2023	DANIELLE L. CHYNOWE...	Direct Deposit	721.89
02/03/2023	Nicole Philyaw	Direct Deposit	590.64
02/03/2023	Ioline Regibeau	Direct Deposit	303.79
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	328.91
02/03/2023	LILYIA GARCIA	Direct Deposit	303.79
02/03/2023	SHAYA . ROBINSON	Direct Deposit	367.33
02/03/2023	MARTEL MILLER	Direct Deposit	850.25
02/03/2023	MARTEL MILLER	Direct Deposit	0.00
02/03/2023	KYLE PATTERSON	Direct Deposit	551.23
02/03/2023	WAYNE T WILLIAMS	Direct Deposit	696.77
	Total 6040 · HEALTH INSURANCE		14,383.77
	<b>6050 · IMRF</b>		
01/06/2023	Ivana Owona	Direct Deposit	18.27
01/06/2023	Jada Harris	Direct Deposit	13.40
01/06/2023	WAYNE T WILLIAMS	Direct Deposit	23.45
01/06/2023	DANIELLE L. CHYNOWE...	Direct Deposit	23.45
01/06/2023	Nicole Philyaw	Direct Deposit	17.40
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	9.53
01/06/2023	Ioline Regibeau	Direct Deposit	10.43
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	17.40
01/06/2023	Jenny Goodwine	Direct Deposit	8.56
01/06/2023	Jessica Black	Direct Deposit	8.24
01/06/2023	LILYIA GARCIA	Direct Deposit	11.21
01/06/2023	SHAYA . ROBINSON	Direct Deposit	11.88
01/06/2023	JEN STRAUB	Direct Deposit	7.30
01/06/2023	MARTEL MILLER	Direct Deposit	11.91
01/06/2023	KYLE PATTERSON	Direct Deposit	9.64
01/20/2023	Ivana Owona	Direct Deposit	18.27
01/20/2023	Jada Harris	Direct Deposit	13.40
01/20/2023	WAYNE T WILLIAMS	Direct Deposit	23.45
01/20/2023	DANIELLE L. CHYNOWE...	Direct Deposit	23.45
01/20/2023	Nicole Philyaw	Direct Deposit	17.40
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	8.65
01/20/2023	Ioline Regibeau	Direct Deposit	10.44
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	17.40
01/20/2023	Jenny Goodwine	Direct Deposit	8.57
01/20/2023	Jessica Black	Direct Deposit	8.09
01/20/2023	LILYIA GARCIA	Direct Deposit	11.21
01/20/2023	SHAYA . ROBINSON	Direct Deposit	11.88

4:42 PM

02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
01/20/2023	JEN STRAUB	Direct Deposit	8.07
01/20/2023	MARTEL MILLER	Direct Deposit	12.05
01/20/2023	KYLE PATTERSON	Direct Deposit	11.74
02/03/2023	DANIELLE L. CHYNOWE...	Direct Deposit	23.45
02/03/2023	Nicole Philyaw	Direct Deposit	17.40
02/03/2023	ELIZABETH PERRACHIO...	Direct Deposit	9.78
02/03/2023	Ioline Regibeau	Direct Deposit	10.36
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	17.40
02/03/2023	Jenny Goodwine	Direct Deposit	8.59
02/03/2023	Jessica Black	Direct Deposit	7.58
02/03/2023	LILYIA GARCIA	Direct Deposit	11.88
02/03/2023	SHAYA . ROBINSON	Direct Deposit	11.88
02/03/2023	JEN STRAUB	Direct Deposit	6.77
02/03/2023	MARTEL MILLER	Direct Deposit	12.07
02/03/2023	KYLE PATTERSON	Direct Deposit	11.95
02/03/2023	Ivana Owona	Direct Deposit	46.04
02/03/2023	Jada Harris	Direct Deposit	13.40
02/03/2023	WAYNE T WILLIAMS	Direct Deposit	23.45
Total 6050 · IMRF			638.14
<b>6060 · FICA</b>			
01/06/2023	Ivana Owona	Direct Deposit	127.10
01/06/2023	Ivana Owona	Direct Deposit	29.73
01/06/2023	Jada Harris	Direct Deposit	95.48
01/06/2023	Jada Harris	Direct Deposit	22.33
01/06/2023	Norma K Rosson	Direct Deposit	69.75
01/06/2023	Norma K Rosson	Direct Deposit	16.31
01/06/2023	TANMAYSINGH R RAJPUT	Direct Deposit	60.45
01/06/2023	TANMAYSINGH R RAJPUT	Direct Deposit	14.14
01/06/2023	WAYNE T WILLIAMS	Direct Deposit	154.95
01/06/2023	WAYNE T WILLIAMS	Direct Deposit	36.24
01/06/2023	William Harris	Direct Deposit	86.80
01/06/2023	William Harris	Direct Deposit	20.30
01/06/2023	DANIELLE L. CHYNOWE...	Direct Deposit	160.12
01/06/2023	DANIELLE L. CHYNOWE...	Direct Deposit	37.45
01/06/2023	Nicole Philyaw	Direct Deposit	120.77
01/06/2023	Nicole Philyaw	Direct Deposit	28.24
01/06/2023	PHYLLIS D CLARK	Direct Deposit	8.96
01/06/2023	PHYLLIS D CLARK	Direct Deposit	2.09
01/06/2023	Anna Hough	Direct Deposit	4.53
01/06/2023	Anna Hough	Direct Deposit	1.06
01/06/2023	Brittany Tuten	Direct Deposit	2.23
01/06/2023	Brittany Tuten	Direct Deposit	0.52
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	67.94
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	15.89
01/06/2023	Ioline Regibeau	Direct Deposit	68.87
01/06/2023	Ioline Regibeau	Direct Deposit	16.11
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	120.77
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	28.24
01/06/2023	Jenny Goodwine	Direct Deposit	61.00
01/06/2023	Jenny Goodwine	Direct Deposit	14.27
01/06/2023	Jessica Black	Direct Deposit	58.74
01/06/2023	Jessica Black	Direct Deposit	13.74
01/06/2023	LILYIA GARCIA	Direct Deposit	78.33
01/06/2023	LILYIA GARCIA	Direct Deposit	18.32
01/06/2023	SHAYA . ROBINSON	Direct Deposit	82.20
01/06/2023	SHAYA . ROBINSON	Direct Deposit	19.22
01/06/2023	JEN STRAUB	Direct Deposit	52.01
01/06/2023	JEN STRAUB	Direct Deposit	12.16
01/06/2023	MARTEL MILLER	Direct Deposit	84.90
01/06/2023	MARTEL MILLER	Direct Deposit	19.85
01/06/2023	KYLE PATTERSON	Direct Deposit	64.74
01/06/2023	KYLE PATTERSON	Direct Deposit	15.14
01/20/2023	Ivana Owona	Direct Deposit	127.10
01/20/2023	Ivana Owona	Direct Deposit	29.72
01/20/2023	Jada Harris	Direct Deposit	95.48
01/20/2023	Jada Harris	Direct Deposit	22.33
01/20/2023	Norma K Rosson	Direct Deposit	94.24

4:42 PM

02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
01/20/2023	Norma K Rosson	Direct Deposit	22.04
01/20/2023	TANMAYSINGH R RAJPUT	Direct Deposit	65.64
01/20/2023	TANMAYSINGH R RAJPUT	Direct Deposit	15.35
01/20/2023	WAYNE T WILLIAMS	Direct Deposit	154.94
01/20/2023	WAYNE T WILLIAMS	Direct Deposit	36.23
01/20/2023	William Harris	Direct Deposit	86.80
01/20/2023	William Harris	Direct Deposit	20.30
01/20/2023	DANIELLE L. CHYNOWE...	Direct Deposit	160.11
01/20/2023	DANIELLE L. CHYNOWE...	Direct Deposit	37.44
01/20/2023	Nicole Philyaw	Direct Deposit	120.77
01/20/2023	Nicole Philyaw	Direct Deposit	28.25
01/20/2023	PHYLLIS D CLARK	Direct Deposit	8.95
01/20/2023	PHYLLIS D CLARK	Direct Deposit	2.10
01/20/2023	Anna Hough	Direct Deposit	15.50
01/20/2023	Anna Hough	Direct Deposit	3.62
01/20/2023	Brittany Tuten	Direct Deposit	15.50
01/20/2023	Brittany Tuten	Direct Deposit	3.63
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	61.61
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	14.41
01/20/2023	Ioline Regibeau	Direct Deposit	68.97
01/20/2023	Ioline Regibeau	Direct Deposit	16.13
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	120.77
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	28.25
01/20/2023	Jenny Goodwine	Direct Deposit	61.08
01/20/2023	Jenny Goodwine	Direct Deposit	14.28
01/20/2023	Jessica Black	Direct Deposit	57.62
01/20/2023	Jessica Black	Direct Deposit	13.47
01/20/2023	LILYIA GARCIA	Direct Deposit	78.34
01/20/2023	LILYIA GARCIA	Direct Deposit	18.32
01/20/2023	SHAYA . ROBINSON	Direct Deposit	82.19
01/20/2023	SHAYA . ROBINSON	Direct Deposit	19.23
01/20/2023	JEN STRAUB	Direct Deposit	57.52
01/20/2023	JEN STRAUB	Direct Deposit	13.46
01/20/2023	MARTEL MILLER	Direct Deposit	85.90
01/20/2023	MARTEL MILLER	Direct Deposit	20.09
01/20/2023	KYLE PATTERSON	Direct Deposit	79.71
01/20/2023	KYLE PATTERSON	Direct Deposit	18.64
02/03/2023	DANIELLE L. CHYNOWE...	Direct Deposit	160.12
02/03/2023	DANIELLE L. CHYNOWE...	Direct Deposit	37.45
02/03/2023	Nicole Philyaw	Direct Deposit	120.77
02/03/2023	Nicole Philyaw	Direct Deposit	28.24
02/03/2023	PHYLLIS D CLARK	Direct Deposit	8.96
02/03/2023	PHYLLIS D CLARK	Direct Deposit	2.09
02/03/2023	Anna Hough	Direct Deposit	15.50
02/03/2023	Anna Hough	Direct Deposit	3.63
02/03/2023	Brittany Tuten	Direct Deposit	15.50
02/03/2023	Brittany Tuten	Direct Deposit	3.62
02/03/2023	ELIZABETH PERRACHIO...	Direct Deposit	69.69
02/03/2023	ELIZABETH PERRACHIO...	Direct Deposit	16.30
02/03/2023	Ioline Regibeau	Direct Deposit	68.39
02/03/2023	Ioline Regibeau	Direct Deposit	15.99
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	120.77
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	28.24
02/03/2023	Jenny Goodwine	Direct Deposit	61.20
02/03/2023	Jenny Goodwine	Direct Deposit	14.31
02/03/2023	Jessica Black	Direct Deposit	54.02
02/03/2023	Jessica Black	Direct Deposit	12.64
02/03/2023	LILYIA GARCIA	Direct Deposit	83.10
02/03/2023	LILYIA GARCIA	Direct Deposit	19.44
02/03/2023	Melissa Stone		5.63
02/03/2023	Melissa Stone		1.32
02/03/2023	Nia Welch	Direct Deposit	15.50
02/03/2023	Nia Welch	Direct Deposit	3.63
02/03/2023	SHAYA . ROBINSON	Direct Deposit	82.20
02/03/2023	SHAYA . ROBINSON	Direct Deposit	19.22
02/03/2023	JEN STRAUB	Direct Deposit	48.24
02/03/2023	JEN STRAUB	Direct Deposit	11.28
02/03/2023	MARTEL MILLER	Direct Deposit	85.98

4:42 PM

02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
 January 4 through February 3, 2023

Date	Name	Memo	Paid Amount
02/03/2023	MARTEL MILLER	Direct Deposit	20.11
02/03/2023	KYLE PATTERSON	Direct Deposit	81.23
02/03/2023	KYLE PATTERSON	Direct Deposit	19.00
02/03/2023	Ivana Owona	Direct Deposit	325.00
02/03/2023	Ivana Owona	Direct Deposit	76.01
02/03/2023	Jada Harris	Direct Deposit	95.48
02/03/2023	Jada Harris	Direct Deposit	22.33
02/03/2023	Norma K Rosson	Direct Deposit	85.87
02/03/2023	Norma K Rosson	Direct Deposit	20.09
02/03/2023	TANMAYSINGH R RAJPUT	Direct Deposit	74.19
02/03/2023	TANMAYSINGH R RAJPUT	Direct Deposit	17.35
02/03/2023	WAYNE T WILLIAMS	Direct Deposit	154.95
02/03/2023	WAYNE T WILLIAMS	Direct Deposit	36.24
02/03/2023	William Harris	Direct Deposit	86.80
02/03/2023	William Harris	Direct Deposit	20.30
Total 6060 · FICA			6,475.94
<b>6070 · UNEMPLOYMENT COMP INS</b>			
01/06/2023	Ivana Owona	Direct Deposit	18.96
01/06/2023	Jada Harris	Direct Deposit	14.25
01/06/2023	Norma K Rosson	Direct Deposit	10.41
01/06/2023	TANMAYSINGH R RAJPUT	Direct Deposit	9.02
01/06/2023	William Harris	Direct Deposit	12.95
01/06/2023	Nicole Philyaw	Direct Deposit	18.02
01/06/2023	Anna Hough	Direct Deposit	0.68
01/06/2023	Brittany Tuten	Direct Deposit	0.33
01/06/2023	ELIZABETH PERRACHIO...	Direct Deposit	10.14
01/06/2023	Ioline Regibeau	Direct Deposit	10.27
01/06/2023	JAZMINE HERNANDEZ	Direct Deposit	18.02
01/06/2023	Jenny Goodwine	Direct Deposit	9.10
01/06/2023	Jessica Black	Direct Deposit	8.76
01/06/2023	LILYIA GARCIA	Direct Deposit	11.69
01/06/2023	SHAYA . ROBINSON	Direct Deposit	12.26
01/06/2023	JEN STRAUB	Direct Deposit	7.76
01/06/2023	MARTEL MILLER	Direct Deposit	12.67
01/06/2023	KYLE PATTERSON	Direct Deposit	9.66
01/20/2023	Ivana Owona	Direct Deposit	15.89
01/20/2023	Jada Harris	Direct Deposit	11.93
01/20/2023	Norma K Rosson	Direct Deposit	12.07
01/20/2023	TANMAYSINGH R RAJPUT	Direct Deposit	8.27
01/20/2023	William Harris	Direct Deposit	10.85
01/20/2023	Nicole Philyaw	Direct Deposit	15.09
01/20/2023	Anna Hough	Direct Deposit	2.07
01/20/2023	Brittany Tuten	Direct Deposit	2.10
01/20/2023	ELIZABETH PERRACHIO...	Direct Deposit	7.62
01/20/2023	Ioline Regibeau	Direct Deposit	8.63
01/20/2023	JAZMINE HERNANDEZ	Direct Deposit	15.09
01/20/2023	Jenny Goodwine	Direct Deposit	7.64
01/20/2023	Jessica Black	Direct Deposit	7.19
01/20/2023	LILYIA GARCIA	Direct Deposit	9.79
01/20/2023	SHAYA . ROBINSON	Direct Deposit	10.28
01/20/2023	JEN STRAUB	Direct Deposit	7.26
01/20/2023	MARTEL MILLER	Direct Deposit	10.75
01/20/2023	KYLE PATTERSON	Direct Deposit	10.14
02/03/2023	Nicole Philyaw	Direct Deposit	16.56
02/03/2023	Anna Hough	Direct Deposit	2.12
02/03/2023	Brittany Tuten	Direct Deposit	2.13
02/03/2023	ELIZABETH PERRACHIO...	Direct Deposit	9.56
02/03/2023	Ioline Regibeau	Direct Deposit	9.37
02/03/2023	JAZMINE HERNANDEZ	Direct Deposit	16.56
02/03/2023	Jenny Goodwine	Direct Deposit	8.39
02/03/2023	Jessica Black	Direct Deposit	7.41
02/03/2023	LILYIA GARCIA	Direct Deposit	11.39
02/03/2023	Melissa Stone		0.77
02/03/2023	Nia Welch	Direct Deposit	2.13
02/03/2023	SHAYA . ROBINSON	Direct Deposit	11.27
02/03/2023	JEN STRAUB	Direct Deposit	6.61
02/03/2023	MARTEL MILLER	Direct Deposit	11.78

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
02/03/2023	KYLE PATTERSON	Direct Deposit	11.14
02/03/2023	Ivana Owona	Direct Deposit	44.56
02/03/2023	Jada Harris	Direct Deposit	13.09
02/03/2023	Norma K Rosson	Direct Deposit	11.78
02/03/2023	TANMAYSINGH R RAJPUT	Direct Deposit	10.17
02/03/2023	William Harris	Direct Deposit	11.90
Total 6070 · UNEMPLOYMENT COMP INS			586.30
Total 6000 · PERSONNEL			107,525.44
<b>6100 · ADMINISTRATION</b>			
<b>6230 · Dues and Subscriptions</b>			
01/06/2023	IAAO 2	IAAO Membership Dues WH	240.00
01/06/2023	IAAO 2	IAAO Membership Dues WW	240.00
01/06/2023	IAAO 2	IAAO Membership Dues TR	240.00
01/06/2023	IAAO 2	IAAO Membership Dues IO	160.00
01/06/2023	IAAO 2	IAAO Membership Dues JH	160.00
01/06/2023	IAAO 2	IAAO Membership Dues NR	240.00
01/31/2023	GOOGLE	Gsuite	100.80
02/03/2023	IAAO-IL	5 membership fees- 2 years	60.00
Total 6230 · Dues and Subscriptions			1,440.80
<b>6240 · Computer Service/Software</b>			
01/10/2023	MICRO SYSTEMS INT	Monthly Support December	100.00
01/10/2023	MICRO SYSTEMS INT	Monthly Support December	100.00
01/24/2023	Mailchimp	Email Platform Subscription	16.78
01/24/2023	Mailchimp	Email Platform Subscription	16.79
Total 6240 · Computer Service/Software			233.57
<b>6270 · Appraisals</b>			
01/19/2023	WEBSTER & ASSOCIAT...	Appraisal	2,500.00
Total 6270 · Appraisals			2,500.00
<b>6283 · Janitorial</b>			
02/02/2023	FAUST, VERITY	Cleaning service Jan	200.00
02/02/2023	FAUST, VERITY	Cleaning service Jan	200.00
02/02/2023	FAUST, VERITY	Cleaning service Jan	400.00
Total 6283 · Janitorial			800.00
<b>6310 · Supplies</b>			
01/05/2023	FAMILY DOLLAR	EH Supplies	10.90
01/06/2023	DOLLAR TREE	Family Housing Supplies	116.25
01/09/2023	Amazon	Office Supplies	8.99
01/09/2023	Amazon	Office Supplies	12.83
01/09/2023	Amazon	Office Supplies	16.89
01/09/2023	OFFICE DEPOT	Office Supplies	91.16
01/09/2023	OFFICE DEPOT	Office Supplies	16.86
01/09/2023	OFFICE DEPOT	Office Supplies	12.39
01/09/2023	OFFICE DEPOT	Office Supplies	80.00
01/09/2023	OFFICE DEPOT	Office Supplies	53.08
01/10/2023	Amazon	Office Supplies	17.32
01/12/2023	WALMART	EH Supplies	6.98
01/12/2023	WALMART	Supplies	5.97
01/18/2023	Amazon	Office Supplies	43.06
01/18/2023	WALMART	Participant supplies BP Monitor	28.84
01/19/2023	Nicole Philyaw V	Reimbursement - Blankets Family Housing	205.18
01/24/2023	DOLLAR TREE	Family Housing Supplies	37.50
Total 6310 · Supplies			764.20
<b>6340 · Postage</b>			
01/25/2023	USPS	Stamps	304.60
Total 6340 · Postage			304.60
<b>6350 · Printing</b>			

**Cunningham Township**  
**Bills and Payroll**  
**January 4 through February 3, 2023**

Date	Name	Memo	Paid Amount
02/02/2023	Watts Copy Systems	Printing charges	24.28
02/02/2023	Watts Copy Systems	Printing charges	24.28
	Total 6350 · Printing		48.56
	<b>6411 · Equipment Purchase (&lt; \$5,000)</b>		
02/02/2023	Watts Copy Systems	Copier lease	43.73
02/02/2023	Watts Copy Systems	Copier lease	43.72
	Total 6411 · Equipment Purchase (< \$5,000)		87.45
	<b>6429 · Property Acquisition/Rent</b>		
01/05/2023	The New Lincoln Square L...	2023 rent Assessors office Jan-June	6,000.00
	Total 6429 · Property Acquisition/Rent		6,000.00
	<b>6430 · Utilities</b>		
01/13/2023	U-C SANITARY DISTRICT	205 W Green 6181233	30.76
01/13/2023	U-C SANITARY DISTRICT	205 W Green 6181233	30.75
01/13/2023	U-C SANITARY DISTRICT	206 E California 6183845	151.82
01/13/2023	U-C SANITARY DISTRICT	208 E California 6183846	96.45
01/19/2023	DALE LEVITT DISPOSAL	Trash service Feb - April	75.00
01/19/2023	DALE LEVITT DISPOSAL	Trash service Feb - April	75.00
01/23/2023	AMEREN ILLINOIS	206 E California #1	59.68
01/23/2023	AMEREN ILLINOIS	206 E California #3	71.11
01/23/2023	AMEREN ILLINOIS	206 E California #4	125.07
01/23/2023	AMEREN ILLINOIS	208 E California #4	108.86
01/23/2023	GFL Environmental	Trash service California properties	281.39
01/27/2023	IL AMERICAN WATER CO	208 E California #1	48.96
01/27/2023	IL AMERICAN WATER CO	208 E California #2	43.36
01/27/2023	IL AMERICAN WATER CO	208 E California #3	39.43
01/27/2023	IL AMERICAN WATER CO	206 E California #1	294.05
01/27/2023	IL AMERICAN WATER CO	206 E California #2	81.24
01/27/2023	IL AMERICAN WATER CO	206 E California #3	51.59
01/27/2023	AMEREN ILLINOIS	208 E California #1	59.14
01/27/2023	AMEREN ILLINOIS	208 E California #3	91.76
	Total 6430 · Utilities		1,815.42
	<b>6440 · Telephone and Internet</b>		
01/04/2023	OOMA INC	Phone Service	127.42
01/04/2023	OOMA INC	Phone Service	127.42
01/04/2023	OOMA INC	Phone Service	127.42
01/06/2023	TING	Case manager phone	20.48
01/13/2023	I3 Broadband	Inv 2663762	82.47
01/13/2023	I3 Broadband	Inv 2663762	82.47
02/01/2023	Fax.Plus	Fax Service	11.99
02/01/2023	VOLO	Internet	59.95
	Total 6440 · Telephone and Internet		639.62
	<b>6522 · Misc Expenses</b>		
01/12/2023	WALMART	Supplies	5.36
02/02/2023	Hinckley Springs	Water Cooler	14.20
02/02/2023	Hinckley Springs	Water Cooler	14.20
	Total 6522 · Misc Expenses		33.76
	Total 6100 · ADMINISTRATION		14,667.98
	<b>6110 · Training</b>		
01/10/2023	ILLINOIS PROPERTY AS...	Class: Bardominiums 03/26/23	30.00
01/10/2023	ILLINOIS PROPERTY AS...	2023 State Conf 03/27/23	395.00
01/10/2023	ILLINOIS PROPERTY AS...	Exam: Homestead Exemptions 03/29/23	380.00
01/10/2023	ILLINOIS PROPERTY AS...	Exam IL Tax Policy Jada Harris	380.00
01/10/2023	ILLINOIS PROPERTY AS...	Exam Intro to Assessment in IL Jada Harris	330.00
01/10/2023	ILLINOIS PROPERTY AS...	Class: Bardominiums 03/26/23	30.00
01/10/2023	ILLINOIS PROPERTY AS...	2023 State Conf 03/27/23	395.00
01/10/2023	ILLINOIS PROPERTY AS...	Exam: Homestead Exemptions 03/29/23	380.00
01/10/2023	ILLINOIS PROPERTY AS...	NE Reg Conf Highest Best Use Exam 08/02/23	475.00
01/10/2023	ILLINOIS PROPERTY AS...	SW Reg Conf RETDsTownship to State Exam 10/11/23	380.00

# Cunningham Township

## Bills and Payroll

### January 4 through February 3, 2023

Date	Name	Memo	Paid Amount
01/10/2023	ILLINOIS PROPERTY AS...	Cent Reg Conf Office Management Exam 09/13/23	380.00
01/13/2023	TOI	TOI Budgeting Seminar - Ivana	75.00
02/01/2023	ILLINOIS PROPERTY AS...	IPAI State Conf Lunch Ivana	15.00
02/01/2023	ILLINOIS PROPERTY AS...	IPAI State Conf Lunch Jada	15.00
Total 6110 · Training			3,660.00
<b>6120 · Travel</b>			
02/03/2023	IVANA OWONA.	Mileage to Springfield & back	110.44
Total 6120 · Travel			110.44
<b>6210 · Legal</b>			
01/19/2023	GROSSER, FREDERIC - ...	ProService- Base Hours 2022 Dec	675.00
01/19/2023	GROSSER, FREDERIC - ...	ProService- Base Hours 2022 Dec	675.00
01/19/2023	GROSSER, FREDERIC - ...	ProService- Addl Hours 2022 Dec	2,812.50
Total 6210 · Legal			4,162.50
<b>6215 · Admin Services</b>			
01/04/2023	INTUIT	Quickbooks Time	10.00
01/04/2023	INTUIT	Quickbooks Time	106.00
01/04/2023	INDEED	Job listing	396.00
01/04/2023	Built for Teams	Time-keeping software	40.00
01/05/2023	WHITSITT & ASSOCIATE...	Building Appraisal	1,500.00
01/10/2023	ILLINOIS PROPERTY AS...	Commercial Valuation... COVID Wayne Williams 03/21/21	50.00
01/10/2023	ILLINOIS PROPERTY AS...	Spring Conference & Exam Wayne Williams 03/22/21	690.00
01/12/2023	Tax1099.com	1099 tax form submission	60.38
01/17/2023	Dropbox Sign - hellosign	signature software	20.00
01/19/2023	MSFT	MSFT 365	22.71
01/19/2023	MSFT	MSFT 365	22.71
01/19/2023	MSFT	MSFT 365	22.71
01/19/2023	MSFT	MSFT 365	63.00
01/19/2023	MSFT	MSFT 365	63.00
02/01/2023	INDEED	Job listing	144.00
Total 6215 · Admin Services			3,210.51
<b>6220 · Audit Services</b>			
01/19/2023	Lauterbach & Amen, LLP	FY22 Audit	9,260.00
Total 6220 · Audit Services			9,260.00
<b>6421 · Bldg Repairs/Maintenance</b>			
01/06/2023	JEFF TRAINOR	Winter grounds maintenance	125.00
01/10/2023	BRIAN GOODNIGHT	Family Housing apartment turnover	362.65
01/16/2023	Ring	Monthly Ring Subs for EH	3.99
01/19/2023	AMERICAN PEST CONT...	Pest Control Service Jan	15.00
01/19/2023	AMERICAN PEST CONT...	Pest Control Service Jan	15.00
02/03/2023	JEFF TRAINOR	Winter grounds maintenance	87.50
Total 6421 · Bldg Repairs/Maintenance			609.14
<b>6700 · PROGRAMS</b>			
<b>6795 · Intern/Volunteer Program</b>			
01/06/2023	Anna Hough	Direct Deposit	73.00
01/06/2023	Brittany Tuten	Direct Deposit	36.00
01/20/2023	Anna Hough	Direct Deposit	250.00
01/20/2023	Brittany Tuten	Direct Deposit	250.00
02/03/2023	Anna Hough	Direct Deposit	250.00
02/03/2023	Brittany Tuten	Direct Deposit	250.00
02/03/2023	Nia Welch	Direct Deposit	250.00
Total 6795 · Intern/Volunteer Program			1,359.00
<b>6798 · Other Grants</b>			
01/19/2023	CHANNING MURRAY FO...	Bucket Brigade & deliveries - Nov	390.00
01/19/2023	SOLA GRATIA FARMS	Reimburse Munro & Cedergren Wages Nov	1,102.28
01/19/2023	SOLA GRATIA FARMS	Reimburse Munro & Cedergren Wages Dec	564.65
02/03/2023	SOLA GRATIA FARMS	Reimburse Munro Wages Jan	998.69
02/03/2023	TRAUMA & RESILIENCE ...	Direct Service	580.00



4:42 PM

02/08/23

Cash Basis

**Cunningham Township**  
**Bills and Payroll**  
January 4 through February 3, 2023

Date	Name	Memo	Paid Amount
02/03/2023	TRAUMA & RESILIENCE ...	Staff Training 9/23	150.00
	Total 6798 · Other Grants		3,785.62
	Total 6700 · PROGRAMS		5,144.62
	Total Expense		148,350.63
	Net Ordinary Income		-123,320.59
	<b>Net Income</b>		<b>-123,320.59</b>

## Cash Basis

4:45 PM

02/08/23

Cash Basis

**Cunningham Township**  
**General Assistance Personal Allowances**  
**January 4 through February 3, 2023**

---

<u>Date</u>	<u>Memo</u>	<u>Paid Amount</u>
01/26/2023	Housing First SB	98.00
01/26/2023	Housing First VA	92.00
01/26/2023	Housing First GS	106.00
01/26/2023	Housing First RR	106.00
01/26/2023	Housing First EB	106.00
01/26/2023	Housing First AT	92.00
01/26/2023	Housing First DH	92.00
01/26/2023	Housing First WT	94.00
01/26/2023	Housing First BS	94.00
01/26/2023	Housing First TS	106.00
01/26/2023	Housing First MZ	88.00
01/26/2023	Housing First FW	92.00
01/26/2023	Housing First JH	79.00
		<hr/>
	Total 6726 · Housing Allow. (GA) Vendor Pay	1,310.00
		<hr/>
	Total 6700 · PROGRAMS	18,336.27
		<hr/>
	Total Expense	18,336.27
		<hr/>
	Net Ordinary Income	-18,336.27
		<hr/>
	<b>Net Income</b>	<b>-18,336.27</b>
		<hr/> <hr/>

**Cunningham Township**  
**Additional Assistance**  
January 4 through February 3, 2023

Date	Name	Paid Amount
<b>Ordinary Income/Expense</b>		
<b>Expense</b>		
<b>6700 · PROGRAMS</b>		
<b>6729 · Transportation Assistance</b>		
01/19/2023	MTD	20.00
	Total 6729 · Transportation Assistance	20.00
<b>6732 · Rental Assistance (RA)</b>		
01/12/2023	ONE SOUTH	712.75
01/19/2023	ASPEN COURT	1,000.00
01/19/2023	Jeffery Barkstall	775.00
01/26/2023	THOMAS RENTALS, LLC	617.00
	Total 6732 · Rental Assistance (RA)	3,104.75
<b>6734 · Rapid Rehousing - ESG</b>		
01/26/2023	BZ MANAGEMENT	362.00
01/26/2023	ASPEN COURT	500.00
	Total 6734 · Rapid Rehousing - ESG	862.00
<b>6735 · Emergency Housing - ESG</b>		
01/04/2023	MOTEL 6 - URBANA	429.48
01/06/2023	MOTEL 6 - URBANA	286.32
01/06/2023	MOTEL 6 - URBANA	334.04
01/06/2023	MOTEL 6 - URBANA	334.04
01/11/2023	Red Roof Inn	516.34
01/13/2023	MOTEL 6 - URBANA	334.04
01/13/2023	MOTEL 6 - URBANA	334.04
01/13/2023	MOTEL 6 - URBANA	334.04
01/18/2023	Red Roof Inn	155.92
01/19/2023	CHANNING MURRAY FOUNDATION	440.00
01/19/2023	RODEWAY INN	1,550.00
01/19/2023	RODEWAY INN	50.00
01/19/2023	RODEWAY INN	1,650.00
01/19/2023	RODEWAY INN	1,456.32
01/19/2023	RODEWAY INN	585.00
01/19/2023	RODEWAY INN	1,350.00
01/19/2023	RODEWAY INN	1,350.00
01/19/2023	RODEWAY INN	1,350.00
01/19/2023	RODEWAY INN	765.00
01/19/2023	Red Roof Inn	389.80
01/20/2023	RODEWAY INN	1,395.00
01/20/2023	RODEWAY INN	1,395.00
01/20/2023	RODEWAY INN	1,395.00
01/20/2023	RODEWAY INN	1,395.00
01/23/2023	Salt and Light	5.96
01/23/2023	ROSS	23.99
01/23/2023	Burlington	25.96
01/26/2023	CASH	200.00
01/31/2023	RODEWAY INN	193.68
01/31/2023	MOTEL 6 - URBANA	334.04
	Total 6735 · Emergency Housing - ESG	20,358.01
<b>6736 · Street Outreach - ESG</b>		
01/04/2023	SAMS CLUB #8197	23.00
01/12/2023	SAMS CLUB #8197	19.01
01/19/2023	SAMS CLUB #8197	20.00
02/01/2023	SAMS CLUB #8197	22.00
	Total 6736 · Street Outreach - ESG	84.01
<b>6770 · Angel Donor Expenses</b>		
01/10/2023	SHANKLES, TENA	50.00
01/10/2023	Urbana Free Library	89.25
01/12/2023	Amtrak	7.00
01/19/2023	Salt and Light	500.00
01/19/2023	Salt and Light	248.51

**Cunningham Township**  
**Additional Assistance**  
January 4 through February 3, 2023

Date	Name	Paid Amount
01/19/2023	Amazon	45.00
01/23/2023	WALMART	288.60
01/26/2023	HOUSING AUTHORITY OF CHAMPAIGN...	14.00
01/30/2023	MOTEL 6 - URBANA	52.17
02/02/2023	Salt and Light	212.95
Total 6770 · Angel Donor Expenses		1,507.48
<b>6779 · UU Utility Expenses</b>		
01/05/2023	IL AMERICAN WATER CO	516.73
01/06/2023	IL AMERICAN WATER CO	184.95
Total 6779 · UU Utility Expenses		701.68
<b>6798 · Other Grants</b>		
01/19/2023	CHANNING MURRAY FOUNDATION	390.00
01/19/2023	SOLA GRATIA FARMS	1,102.28
01/19/2023	SOLA GRATIA FARMS	564.65
02/03/2023	SOLA GRATIA FARMS	998.69
02/03/2023	TRAUMA & RESILIENCE INITIATIVE INC	580.00
02/03/2023	TRAUMA & RESILIENCE INITIATIVE INC	150.00
Total 6798 · Other Grants		3,785.62
Total 6700 · PROGRAMS		30,423.55
Total Expense		30,423.55
Net Ordinary Income		-30,423.55
<b>Net Income</b>		<b>-30,423.55</b>



**Cunningham Township**  
Danielle Chynoweth, Supervisor  
205 WEST GREEN ST • URBANA, IL 61801  
(217) 384-4144 • FAX: (217) 367-7063  
WWW.CUNNINGHAMTOWNSHIP.ORG

## Cunningham Township Supervisor's Memo Feb. 13, 2023

### Town Bills Report

- Town fund = \$92,910.20
- General Assistance Fund = \$100,414.63
- TOTAL in expenditures = \$193,324.83

## INCOME SUPPORT

### General Assistance

*A monthly grant for Urbana residents who are disabled or out of work, alongside support to seek/train for work or apply for federal disability payments (SSI)*

- 56 current participants (up from 53 last month)
- 8 are homeless (up from 6 last month)
- 35 identify as male, 20 as females, and 1 non-binary
- 33 applications for General Assistance were submitted during the month of December (down from 36 last month)

### Education and Employment Track

- 13 current participants
  - 7 participants are currently pursuing the employment track
  - 2 currently pursuing education
  - 4 medically exempt due to illness/injury



### Disability and Wellness Track

- 37 participants
- Social Security Help
  - 6 participants were awarded SSI in FY 23 so far. (12 participants were awarded

SSI/SSDI in FY22.)

- 16 residents have been helped to date with submitted applications, appeal assistance, GA case management and intensive SOAR case management since September 1, 2020.
- 6 SSI/SSDI reconsiderations have been submitted, 2 are in progress.
- 3 participants assisted with locating lawyers for SSI appeal assistance.
- Health Care Navigation
  - 5 of 26 Disability/Wellness participants being tracked through establishing primary and other needed medical resources
  - 3 participants and 2 GA applicants referred to Rosecrance's The Living Room.
  - 4 participants, who require deeper case management than Township provides, referred to Rosecrance for case management.
- Other referrals
  - 2 participants referred to the Department of Rehabilitation Services (DRS). The organization assists those with disabilities find jobs that can accommodate their physical and/or mental health needs.
  - 4 participants received benefit confirmation letters to recertify for food stamps, medical care, or housing assistance.
  - 6 participants referred to CCHCC due to problems with food benefits (SNAP)

### Transportation Assistance

- 97 annual passes at \$60 (\$5,820) – since MTD began to charge bus fare again July 2021.
- 62 DASH passes, which are free for those with disabilities who qualify (saving Township \$3,720) – since MTD began to charge bus fare again July 2021.
- After a hiatus in our being able to get DASH passes for our participants approved, we have partnerships with two organizations to assist us with this: PACE and DRS.

## HOUSING SUPPORT

### Rental Assistance

***Rental assistance for Urbana households behind on rent or homeless moving into housing.***

- 10 households were supported with CTSO Rental Assistance for the month of January.
- We received 52 applications for rental assistance in the month of January.

- We budgeted \$125,000 in rental assistance this year and have spent \$107,771 or 86.2% as of February 1, 2023.
- Cunningham Township has submitted a proposal for Urbana ARPA funds for Rental Assistance in light of the increase in demand due to pandemic recovery and the need to expand Rental Assistance to help Homelessness Families.



## Housing Advocacy

*Housing advocacy for participants who are homeless or at risk of homelessness to access all available subsidized housing opportunities and move in.*

### Subsidized Housing Advocacy

- 454 participants representing 271 households received help applying to subsidized housing since our advocacy program began July 1, 2020.

*127 households have moved in!*



### Housing First Program

- These are direct payments to subsidized housing providers to keep CTSO participants in their homes. Participants are offered this service who have trouble paying rent regularly and must agree to direct payments and case management.
- 14 participants received the Housing First benefit last month – All are current participants.

### Housewarming Gifts

- Housewarming gifts are entirely funded by private donations which are used to provide vouchers to formerly homeless households to buy furniture and housewares at Salt and Light and Habitat for Humanity Restore.
- 62 homeless households have been assisted with the Township Housewarming, since the program began in February, 2021.
- 2 households received housewarming support through Angel Donor Funds last month.



## Bridge to Home

*A continuum of services for homeless residents in Champaign County.*

### Street Outreach

*Services include food, transportation to services, weather appropriate clothing and engagement events.*

- Members of the public are encouraged to call CTSO for wellness checks on residents who may be homeless.
- CTSO served 37 households with street outreach in the month of January. This is up from the 35 served in December of 2022, despite the opening of the STRIDES shelter.

### Emergency Housing - Hotel

*If no other shelter option exists, short term emergency housing will be considered as long as the resident is meeting with a case manager, pursuing goals, and seeking permanent housing.*

- Last month 8 households were sheltered in a hotel.
- All community shelters remain full or close to full.
- On January 27th, CTSO convened a conversation with CU at Home and City of Champaign Township's STRIDES shelter to coordinate emergency housing services for individuals. Our intention is to meet monthly.

### Rapid Rehousing

*CTSO provides housing stabilization and up to 12 months of rent for literally homeless individuals and families in Champaign County, referred by Centralized Intake for the Homeless.*

- 1 household – a married couple with a young child; they are ramping up their contribution to household expenses and are slated to successfully exit the program early Spring 2023.
- 1 household – a mother with two young children was able to move into housing right before the holidays.
- 1 household – a mother with two young children will be moving into their new home this week.
- 1 household – a mother with two young children is actively looking for housing.

## Emergency Housing for Urbana families

***Emergency Housing for families with children in Urbana schools of Crisis Nursery or residents with disabilities who are referred from CU at Home.***

- Total served: 63 households including 72 adults and 110 children (since July 2020)
- Last month: 10 households served. 3 new families entered into our emergency housing. 2 Families exited to other programs for case management. 1 family found shelter with family and friends. Currently 11 Urbana children are being served, 8 of those are school aged.
- **We currently have no families on our waitlist actively unsheltered**

## Housing Case Management in Urbana Schools

***USD 116 funds a CTSO Housing Case Manager who works in all schools to identify families that are homeless, housing insecure, or facing issues with rent and provide services.***

- Total Referrals: 62 families (since program start 4/21/22)
- USD Referrals actively in CTSO shelter: 4 families

## UTILITY SUPPORT

### Utility Support

***Privately funded utility bill support for Urbana residents who face shut offs.***

- Dozens were referred to RPC's LIHEAP & the COVID relief Water Assistance.
- 2 households received water assistance in the month of January - power shut offs are discontinued due to low temperatures.
- 189 households (\$73,515) served since program start Nov. 2020

## Digital Inclusion Campaign

***A campaign to supply low income Urbana residents with smartphones, computers, tablets, and internet access.***

- Distributed to date (no change from last month)
  - #Total of benefits: 456
  - # Smart Phones and Lifeline service: 400
  - # Internet benefits: 18
  - # Laptops/tablets: 38

- Our current partner, Cricket Wireless is experiencing phone shortages and is unable to provide free phones until further notice. CTSO is working to partner with SafeLink for township events and seeking other partnerships.

## FOOD SUPPORT

### Bucket Brigade Food Delivery Service

***A collaboration with the Channing Murray Foundation, United Way, and The Hope Center to provide a free weekly food pantry delivery service to low-income residents in Urbana who are unable to access walk-in food pantries. It is meant to be a temporary service to residents while CTSO works with residents to address underlying causes of food insecurity.***

- On January 25th, CTSO started partnering with a new food pantry, The Hope Center operated on North Lincoln Avenue. Ride United provides pick up and delivery service through DoorDash.
- **In the month of January, we served 95 households:**
  - 51 households served by Hope Center and Channing Murray Foundation
    - 65 adults serviced
    - 14 children
  - 34 homeless households received “hotel packs” from
  - 10 households served by Wesley Food pantry through RIDE United

### Solidarity Gardens

***A collaboration with the Urbana Park District, Urbana Free Library, Sola Gratia, the Channing Murray Foundation, and area community gardens to reduce local food insecurity by supporting existing and new gardens to produce and distribute produce to those in need.***

- Solidarity Gardens held a planning retreat on January 20th at the Anita Purves Nature Center to plan our 2023 season.

sincerely, Danielle Chynoweth, Cunningham Township Supervisor



January 25, 2023

Board of Trustees  
Cunningham Township  
Urbana, Illinois

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Cunningham Township, (the Township), Illinois for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 25, 2023. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Findings

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Township are described in the Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2022. We noted no transactions entered into by the Township during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the governmental activities' financial statements were:

Management's estimate of the depreciation expense on capital assets is based on assumed useful lives of the underlying capital assets. We evaluated the key factors and assumptions used to develop the depreciation expense estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Any material misstatements detected as a result of audit procedures were corrected by management.

Significant Audit Findings - Continued

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated January 25, 2023.

*Management Consultations with Other Independent Auditors*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Township's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Township's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the other supplementary information and supplemental schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restrictions on Use

This information is intended solely for the use of the Board of Trustees and management of the Township and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to express our gratitude to the Board of Trustees and staff (in particular the Finance Department) of the Cunningham Township, Illinois for their valuable cooperation throughout the audit engagement.

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

# CUNNINGHAM TOWNSHIP, ILLINOIS

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## MANAGEMENT LETTER

FOR THE FISCAL YEAR ENDED  
JUNE 30, 2022



January 25, 2023

Board of Trustees  
Cunningham Township  
Urbana, Illinois

In planning and performing our audit of the financial statements of the Cunningham Township (the Township), Illinois, for the year ended June 30, 2022, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure.

We do not intend to imply that our audit failed to disclose commendable aspects of your system and structure. For your consideration, we herein submit our comments and suggestions which are designed to assist in effecting improvements in internal controls and procedures. Those less-significant matters, if any, which arose during the course of the audit, were reviewed with management as the audit field work progressed.

The accompanying comments and recommendations are intended solely for the information and use of the Board, Supervisor and management of the Board of Trustees, Illinois.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Township personnel. We would be pleased to discuss our comments and suggestions in further detail with you at your convenience, to perform any additional study of these matters, or to review the procedures necessary to bring about desirable changes.

We commend the finance department for the well prepared audit package and we appreciate the courtesy and assistance given to us by the entire Township staff.

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP



## CURRENT RECOMMENDATIONS

### FUTURE PRONOUNCEMENT

#### 1. GASB STATEMENT NO. 96 SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

##### Comment

In May 2020, the Governmental Accounting Standards Board (GASB) issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, which provides guidance regarding the information needs of financial statement users by improving accounting and financial reporting for Subscription-Based Information Technology Arrangements (SBITAs) by governments. It establishes uniform accounting and financial reporting requirements for SBITAs, improves the comparability of financial statements among governments that have entered into SBITAs, and enhances the understandability, reliability, relevance, and consistency of information about SBITAs. GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* is applicable to the Township's financial statements for the year ended June 30, 2023.

##### Recommendation

Lauterbach & Amen, LLP will work directly with the Township to review the new SBITA criteria in conjunction with the Township's current arrangements to determine the appropriate financial reporting for these activities under GASB Statement No. 96.

##### Management Response

Management acknowledges this comment and, if applicable, will work with Lauterbach and Amen, LLP to implement it by June 30, 2023, as required by GASB.

Ivana Owona

January 13, 2023

Urbana City Clerk's Office  
Urbana City Building  
400 South Vine Street  
Urbana, IL 61801

Dear Township Officials and Town Board,

I am delighted at the prospect of continuing to serve our wonderful community, and am applying for the position of Cunningham Township Assessor.

Over the years, acclimating to the duties and responsibilities of almost every position in the Cunningham Township Assessor's Office has been a welcome challenge, and I have had significant personal and professional development over this time. I've curated strong, effective working relationships with my colleagues through the foundational periods of my employment, and continue to maintain our social and professional cohesion through mindful leadership in my current supervisory role.

For the duration of my employment with the Cunningham Township Assessor's Office, I've displayed consistent progress with my formal and practical knowledge of assessments, in addition to advancing my designations, titles, and duties. I've also shown initiative and dedication through my vocational volunteer appointments within several domains of both the Illinois Property Assessment Institute (IPAI) and the International Association of Assessing Officers (IAAO).

Through my resolve for networking and volunteering, I've become a trusted resource for other assessment professionals across the country pertaining to effective succession planning, and also with regards to diversity, equity, and inclusion (DEI) educational course development implemented at the state and national level. And in addition to being recruited as a 2022 conference session panelist for IAAO, I will present as a panelist at the upcoming IPAI State Conference in Spring 2023 as well.

These significant achievements this early in my career are a testament to my passion and commitment for this industry, and subsequently for this community. I would be honored to continue to be of service to our locality in the capacity of Township Assessor.

I hope you'll kindly consider my application for the appointment of this position.

Sincerely,

Ivana Owona

**FILED**  
**JAN 13 2023**

City Clerk

# Ivana Owona, CIAO

## Chief Deputy Assessor

A driven supervisor who has rapidly cultivated a strong presence in the assessment field through networking, intentional professional development, and contributing expertise in a newly-emerging corner of the industry.



Urbana, IL

## WORK EXPERIENCE

### Chief Deputy Assessor

#### Cunningham Township Assessor's Office

12/2022 - Present

Urbana, IL

##### Achievements/Tasks

- Supervisor and primary point of contact for colleagues
- Arrange annual continuing education courses for all employees
- Process complaints/appeals, and attend hearings
- Continue execution of all Deputy Assessor duties

### Deputy Assessor

#### Cunningham Township Assessor's Office

09/2021 - 12/2022

##### Achievements/Tasks

- Facilitate in-office training
- Interface regularly with taxpayers and constituents
- Lead in-person field inspections of properties
- Upkeep of permit data

### Property Data Collector

#### Cunningham Township Assessor's Office

05/2020 - 09/2021

##### Achievements/Tasks

- Office organization
- Maintenance of legal and historical documents
- Assist conducting in-person field inspections of properties
- Digitization of property record card data

### Intern

#### Cunningham Township Assessor's Office

02/2019 - 05/2020

##### Achievements/Tasks

- Digitization of property record card data

## EDUCATION

### Bachelor of Science in Psychology

University of Illinois at Urbana-Champaign

### Bachelor of Arts in African-American Studies

University of Illinois at Urbana-Champaign

## SKILLS

Residential Property Assessments

CAMA System Proficiency

Diversity, Equity, and Inclusion Awareness

Interpersonal Communication

Organization/Scheduling

Conflict Resolution

## PROFESSIONAL DEVELOPMENT

International Association of Assessing Officers (IAAO)  
Conference Content Task Force (11/2022 - Present)

- Member
- Acquire, grade, and approve content for annual IAAO conference

Illinois Property Assessment Institute (IPAI) Diversity,  
Equity, and Inclusion (DEI) Conference Content  
Subcommittee (09/2022 - Present)

- Member
- Acquire, grade, and approve DEI-related content for annual IPAI conference

International Association of Assessing Officers (IAAO)  
Nominating Committee (11/2021 - 11/2022)

- Member
- Ensure geographically balanced and qualified slate of candidates to lead IAAO

Research Assistant- University of Tennessee  
(10/2020 - 05/2021)

- Provided analyses and nuanced interpretations of data
- Recorded and transcribed all virtual sessions

## ACHIEVEMENTS

Certified Illinois Assessing Officer (CIAO) Designation  
(09/2021 - Present)

Emerging Leaders' Summit 2022 Conference Session  
Panelist

Gary E. Smith Excellence in Leadership Scholarship

## LANGUAGES

French

Professional Working Proficiency



ILLINOIS PROPERTY ASSESSMENT INSTITUTE

has conferred the designation of

**Certified Illinois Assessing Officer**

upon

**Ivana Owona**

*who has met the educational, examination, and ethical requirements set forth for this designation by the Board of Directors of the Illinois Property Assessment Institute.*

**September 07, 2021**



*Rhonda R. Novak*

Rhonda R. Novak, CIAO-I  
Board Chairwoman  
Illinois Property Assessment Institute

*Josh W. Barnett*

Josh W. Barnett  
Executive Director  
Illinois Property Assessment Institute

# Certification of Educational Qualification



**State of Illinois**  
**Property Tax Division - Assessment Education**  
**Department of Revenue**

This certifies that IVANA OWONA has met the educational qualifications needed for the following responsibilities in regards to the office of Township Assessor in CUNNINGHAM, CHAMPAIGN County:

- to be appointed to fill a vacancy in the office; or
- to enter upon the duties of the office; or
- to file nomination papers for the office; or
- to participate as a candidate in any primary or general election for the office; or
- to be elected to the office.

These educational requirements are described in Section 2-45 of the Property Tax Code. This certification is valid from 09/07/2021 through 01/31/2024.

*Adrianne Suits Bailey*

Adrianne Bailey

Certifying Authority

12/14/2022

PROPERTY TAX DIVISION  
ASSESSMENT EDUCATION  
ILLINOIS DEPARTMENT OF REVENUE  
PO BOX 19033  
SPRINGFIELD IL 62794-9033  
**rev.proptaxed@illinois.gov**

COPY

# CERTIFICATION

STATE OF ILLINOIS  
CHAMPAIGN COUNTY  
ELECTION AUTHORITY

I, Aaron Ammons, County Clerk of the county of Champaign in the state of Illinois, keeper of the records and files thereof, do hereby certify that the following is a true correct certification of the registration record of:

IVANA JOYCE OWONA



VOTER INFORMATION

ADDRESS:



TOWNSHIP/PRECINCT:  
BIRTH DATE:  
DATE REGISTERED:  
STATUS:

Cunningham 7  
[REDACTED]  
10/26/2018  
A

ELECTION INFORMATION

2022	General Election	
2022	General Primary	DEM
2021	Consolidated Primary	DEM
2020	General Election	
2020	General Primary	DEM
2018	General Election	
2016	General Election	

All which appears from the records and files of said Election Authority. Given under my Hand and Official Seal at Urbana, Illinois - 01/04/2023.

Aaron Ammons  
County Clerk



## Assessor Candidates with Certificates of Educational Qualification on file with IDOR

<u>County</u>	<u>Jurisdiction</u>	<u>Name</u>	<u>Position</u>	<u>Certified Dates*</u>
CHAMPAIGN COUNTY	AYERS / RAYMOND / SOUTH HOMER	BOSCH, TRACI	Multi-Township Assessor	11/01/2021 - 12/31/2022
		WOODMANSEE, LISA	Multi-Township Assessor	08/23/2019 - 12/31/2022
	BROWN	HOFFMAN, RONALD	Township Assessor	08/23/2019 - 12/31/2022
	CHAMPAIGN	WEISIGER, JAMES	Township Assessor	08/23/2019 - 12/31/2022
	CHAMPAIGN CITY	FARACI, PAUL	Township Assessor	08/23/2019 - 12/31/2022
	COLFAX / SADORUS	DEES, DENISE	Multi-Township Assessor	08/23/2019 - 12/31/2022
	COMPROMISE / HARWOOD / KERR	SMITH, EARL	Multi-Township Assessor	08/23/2019 - 12/31/2022
	CONDIT / EAST BEND / HENSLEY / NEWCOMB	CORBLY, BARBARA	Multi-Township Assessor	08/23/2019 - 12/31/2022
	CRITTENDEN / PESOTUM	SHUMAKER, ANGELA	Multi-Township Assessor	08/23/2019 - 12/31/2022
	CUNNINGHAM	OWONA, IVANA	Township Assessor	09/07/2021 - 01/31/2024
		WILLIAMS, WAYNE	Township Assessor	08/23/2019 - 12/31/2022
	LUDLOW / RANTOUL	HARRIS III, WILLIAM	Multi-Township Assessor	08/23/2019 - 12/31/2022
		MASSEY, DYLAN	Multi-Township Assessor	08/23/2019 - 12/31/2022



**FILED**

**JAN 25 2023**

January 15, 2023

City Clerk

Dear Township Officials and Town Board,

I am honored and delighted to write this letter of recommendation for Ivana Owona. I first met Ivana in 2021 at the International Association of Assessing Officers (IAAO) conference held in Chicago. From my very first conversation with Ivana, I was impressed with her poise, strong character and confidence. She not only impressed me, but impressed many other leaders in IAAO as well. She was an active participant in education sessions and other events expressing her viewpoints with thoughtfulness and introspection. In fact, following a presentation I had given, Ivana approached me with some questions as well as thoughtful feedback which I have since used in my teachings.

She was quickly sought out by IAAO leaders to serve on the IAAO Nominating Committee who is charged with reviewing the rules of the annual officer and board member election as well as seeking and critiquing candidates to insure integrity in the election. Since then, in my role as President-Elect/Treasurer, I have the privilege of appointing members to committees and task forces. Because of her insightful contributions, I also asked her to serve on the IAAO Conference Task Force who is responsible for putting together the education program for the annual conference. She has been a very welcomed addition to the task force, already making strong, meaningful contributions.

In the short amount of time I have known Ivana, I have witnessed wise leadership as well as dedication to our profession.

These and previously mentioned qualities make me confident Ivana is ready for the challenge of this new role and will lead with compassion and serve as respected and trusted public servant for your constituents.

Regards,

*Rebecca Malmquist*

Rebecca Lea Malmquist, CAE, SAMA  
IAAO 2023 President-Elect/Treasurer  
City of Minneapolis Assessor

Rebecca Lea Malmquist

Laura Sandefur

[REDACTED]  
[REDACTED]  
[REDACTED]

**FILED**  
**JAN 25 2023**

**City Clerk**

19 January, 2023

Cunningham Township Board  
City of Urbana 400 S. Vine St.  
Urbana, IL 61801

Dear Mayor Marlin and Cunningham Township Board,

I write to recommend Ivana Owona's appointment to the vacant Cunningham Township Assessor position.

Until my retirement last year, I valued real estate for property taxation as a CIAO and licensed Real Estate Appraiser for over twenty years. Beginning in 2002, I served on the Champaign County Board of Review for multiple terms, then valued residential properties for banks and other parties as a professional appraiser. I accepted a position as a Deputy Assessor at Cunningham Township shortly after Wayne Williams assumed office, and it was there that I met Ivana.

I know Ivana very well. I helped to train her in the process of property tax valuation commonly referred to as Mass Appraisal. I also watched her

knowledge base grow rapidly and saw her master an enormous volume of information regarding not just the techniques and philosophy of real estate valuation, but also the governing statutes that must be followed. In a very short span of time, Ivana became an essential member of our team. Simply stated, after working directly with Ivana for several years, I'm not sure I can adequately express my admiration and appreciation of her passion, skills, and ability.

I recommend Ivana's appointment without reservation. I have absolute faith in her ability to serve the taxpayers of Cunningham Township with dedication, fairness, and professionalism.

Sincerely,

Laura Sandefur

January 25, 2023

**FILED**  
**JAN 31 2023**

City Clerk

Dear Cunningham Township Board Members,

I met Ivana Owona in 2021 at the Illinois Property Assessment Institute State Conference. I have had the pleasure of seeing her professional development for the last 2 years.

She deals effectively with people at all levels and is respected as an authority on any project she is charged with overseeing. The skill that stands out the most in my experience is that she leads by example.

Ivana has a heart for serving others with a very personable approach. As a person of high moral character and a burst of vibrant energy, Ivana would be a great Assessor.

I know she has very good knowledge in this field, and as she continues to grow in it as Assessor, I am confident that she will establish productive relationships with staff and constituents. I can confidently state that she is a motivated and encouraging person.

She is also extraordinarily helpful at the national level with the International Association of Assessment Professionals where she has utilized her knowledge and leadership skills on various platforms.

I recommend Ms. Owona without reservation. If you have any questions, please don't hesitate to contact me for further information. I can be reached anytime at [REDACTED] or via email at [REDACTED].

Sincerely,

Colette Davis

**Resolution No. T-2023-02-001R:**

Resolution Authorizing the Supervisor to Sign an Agreement with City of Urbana for (Housing and Homelessness Innovation Grant)

**WHEREAS**, Cunningham Township Supervisor's Office (CTSO) has a commitment to ending homelessness, in partnership with the Continuum of Service Providers to the Homeless.

**WHEREAS**, To that end, CTSO operates Bridge to Home, a continuum of services for the homeless throughout Champaign County that includes Street outreach, Emergency Housing, Rapid Rehousing, Rental Assistance, and Case Management; and

**WHEREAS**, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act"); and

**WHEREAS**, the Urbana HOME Consortium has received HOME ARP Program funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for low-income residents of Urbana, Champaign, and Champaign County; and

**WHEREAS**, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the "Consolidated Plan") in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the "Intergovernmental Agreement"); and

**WHEREAS**, CTSO has requested Urbana HOME ARP Consortium funding to provide case Management and direct housing assistance to low-income households (hereinafter the "BRIDGE TO HOME PROGRAM"); and

**WHEREAS**, CTSO desires to serve as a manager of the BRIDGE TO HOME PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

**WHEREAS**, the GRANTOR has determined that the BRIDGE TO HOME PROGRAM is eligible for funding under the HOME ARP Program; and

**WHEREAS**, CTSO has been fully informed regarding all requirements or obligations that must be met by CTSO in order to utilize HOME ARP Program funds for the BRIDGE TO HOME PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

**WHEREAS**, CTSO, having been fully informed regarding the requirements of the HOME ARP Program, is committed to starting the BRIDGE TO HOME PROGRAM with the assistance of HOME ARP Program funds on or before February 1, 2023.

**NOW, THEREFORE BE IT RESOLVED** by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign necessary agreements with the City of Urbana to receive \$375,000 in HOME ARP Funds to support homeless services.

Approved this February 13, 2023 by the Township Board of the Town of Cunningham,  
Champaign County, State of Illinois.

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Phyllis Clark, Town Clerk

---

Diane Wolfe Marlin, Chair



**URBANA HOME CONSORTIUM**  
**CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE**  
**BRIDGE TO HOME PROGRAM**

(HOME ARP FY 2021/2022)

THIS Subgrantee Agreement for the Bridge to Home Program, hereafter referred to as the **“AGREEMENT”**, is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the **“GRANTOR”**), and CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE, (hereinafter **“CTSO”**).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter **“HUD”**) for purposes of receiving HOME Investment Partnership (hereinafter **“HOME”**) Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the **“National Affordable Housing Act”**); and

WHEREAS, the Urbana HOME Consortium has received HOME ARP Program funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for low-income residents of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the **“Consolidated Plan”**) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnership known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the **“Intergovernmental Agreement”**); and

WHEREAS, CTSO has requested Urbana HOME ARP Consortium funding to provide case Management and direct housing assistance to low-income households (hereinafter the **“BRIDGE TO HOME PROGRAM”**); and

WHEREAS, CTSO desires to serve as a manager of the BRIDGE TO HOME PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the GRANTOR has determined that the BRIDGE TO HOME PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, CTSO has been fully informed regarding all requirements or obligations that must be met by CTSO in order to utilize HOME ARP Program funds for the BRIDGE TO HOME PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, CTSO, having been fully informed regarding the requirements of the HOME ARP Program, is committed to starting the BRIDGE TO HOME PROGRAM with the assistance of HOME ARP Program funds on or before February 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **ARTICLE I: HOME ARP REQUIREMENTS**

### **Section 1: Use of HOME ARP Funds**

The GRANTOR agrees to provide CTSO an amount not to exceed **\$375,000** from its Federal Fiscal Year 2021-2022 HOME ARP Program funding to be used for providing case management and direct housing assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the BRIDGE TO HOME PROGRAM. CTSO shall use the Funds in accordance with the HOME ARP program guidelines outlined in 24 CFR Part 92 in carrying out the BRIDGE TO HOME PROGRAM in the manner described below:

- (a) CTSO shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the BRIDGE TO HOME PROGRAM to termination for each client.
- (b) CTSO shall provide the GRANTOR with case management documentation for the BRIDGE TO HOME PROGRAM as described in Attachment A and attached hereto and by reference made a part hereof.

### **Section 2: Affordability**

CTSO shall comply with all income determinations and subsidy limit requirements of the HOME ARP Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CTSO shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CTSO is required to re-examine and document the family's income annually if assistance extends beyond one year.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and CTSO has submitted all necessary demographic and financial information to the GRANTEE.

### **Section 3: HOME ARP Project Requirements**

#### Project Requirements:

The GRANTOR shall provide HOME ARP funds not to exceed **\$375,000** for eligible costs as described in 24 CFR 92.209. 9

The GRANTOR and CTSO agree that HOME ARP funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: case management and supportive services costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

#### List of Documents

The following documents have been added to or made a part hereof by reference:

**Attachment 1 – Program Description**

**Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”**

#### **Section 4: Other BRIDGE TO HOME PROGRAM Requirements**

##### A. Non-discrimination and Equal Opportunity

CTSO agrees that there shall be no discrimination against any person who is employed in carrying out the BRIDGE TO HOME PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CTSO further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTOR and HUD.
2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

##### B. Conflict of Interest

CTSO guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. CTSO agrees that no members of the governing body of the locality in which CTSO is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S. Department and Housing and Urban Development (“HUD”), CTSO agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of CTSO and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any



contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTOR, no officer, employee, agent or consultant of CTSO, may occupy a HOME ARP-assisted affordable housing unit in a project.

#### C. Air and Water

CTSO agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **Section 5: Records and Reports**

#### A. Records

CTSO authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CTSO will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2029). Records to be retained include, but are not limited to: case management, initial income verification and source documentation, and documentation used to request re-imbursement of expenses. CTSO shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME ARP Funds. In the event the GRANTOR determines that such records are not being adequately maintained by CTSO, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 6 and Article II herein.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. CTSO will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The GRANTOR's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. CTSO shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and supportive services, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

**B. Reports**

CTSO agrees to submit to the GRANTOR the reports as described in this section. CTSO will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2029).

Records to be retained include, but are not limited to: receipts and invoices for materials, supplies, and services; documentation used to request re-imbursement of expenses, case management and documentation of household income eligibility.

**Section 6: Enforcing of Agreement**

A default shall consist of any use of HOME ARP Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME ARP Program funds not being provided. Upon due notice to CTSO of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct CTSO to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Direct CTSO to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME ARP Program funds for the activities;
- (d) Reprogram HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP Program funds;
- (e) Direct the CTSO to reimburse the GRANTOR's HOME ARP Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME ARP Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CTSO of the GRANTOR's written notice of default. No delay or omission by GRANTOR and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any CTSO default.

Unless the CTSO's default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of CTSO's default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the CTSO and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

## **Section 7: Request for Disbursement of Funds**

CTSO shall not request disbursement of HOME ARP Program funds until HOME ARP Program funds are needed to pay eligible costs related to the BRIDGE TO HOME PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The GRANTOR shall make payment to CTSO within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Cunningham Township". All monies granted to CTSO pursuant to this AGREEMENT shall be expended by **June 30, 2024**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP Program activities.

## **Section 8: Duration of Agreement**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: June 30, 2024; or five years after project completion when all files may be destroyed in accordance with State and Federal law.

## **ARTICLE II: FINANCIAL RESPONSIBILITY**

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the BRIDGE TO HOME PROGRAM in excess of the funding pledged herein. The GRANTOR reserves the right to withhold pledged funds if the GRANTOR is not satisfied with the CTSO's compliance with the terms and conditions of performance outlined in this AGREEMENT.

## **ARTICLE III: CERTIFICATIONS**

CTSO represents the following with respect to this AGREEMENT.

- A. CTSO possesses legal authority to receive HOME ARP Program funds from the GRANTOR and to undertake and execute the BRIDGE TO HOME PROGRAM as described herein.
- B. The governing body of CTSO has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all

understandings and assurances contained herein, and directing and designating the authorized representative of CTSO to act in connection with this AGREEMENT and to provide such additional information as may be required.

- C. CTSO, its successors and assigns, agrees to develop and operate the BRIDGE TO HOME PROGRAM in accordance with HOME ARP Program regulations promulgated at 24 CFR Part 92.
- D. CTSO agrees to give maximum feasible priority to very low-income persons when administering the BRIDGE TO HOME PROGRAM described herein.
- E. CTSO shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the BRIDGE TO HOME PROGRAM. CTSO agrees to maintain financial records in accordance with applicable Federal guidelines 24 CFR Part 200. CTSO shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. CTSO shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CTSO receives federal financial assistance.
- G. CTSO shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of CTSO, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, 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 including the GRANTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CTSO will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.
- I. CTSO shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. CTSO shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of

this AGREEMENT. CTSO shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.

- K. CTSO shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of CTSO, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this BRIDGE TO HOME PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that CTSO shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- L. CTSO shall have full control of the ways and means of performing the services referred to herein. CTSO acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

#### **ARTICLE IV: NOTICES**

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTOR:                Sheila Dodd, Manager  
   Grants Management Division  
   400 South Vine Street  
   Urbana, Illinois 61801

TO:                                    Danielle Chynoweth, Township Supervisor  
   CTSO  
   205 W Green St  
   Urbana, IL 61801

#### **ARTICLE V: CONTINGENCIES**

This AGREEMENT, including the provision of funds by the GRANTOR for the BRIDGE TO HOME PROGRAM as described herein, is contingent upon the signing of GRANTOR and CTSO.

## **ARTICLE VI: ASSIGNMENT**

CTSO shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the GRANTOR.

## **ARTICLE VII: MODIFICATION**

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

## **ARTICLE VIII: EXECUTION OF AGREEMENT**

This AGREEMENT shall be binding upon the GRANTOR and CTSO, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

## **ARTICLE IX: PROJECT PUBLICITY**

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize GRANTOR as a Subrecipient, funded by HUD.

## **ARTICLE X: MONITORING AND EVALUATING**

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by CTSO under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the CTSO'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CTSO to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CTSO'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the GRANTOR through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

## **ARTICLE XI: INDEMNIFICATION**

CTSO shall to the fullest extent allowed by law defend, hold harmless and indemnify the GRANTOR from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTOR may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to CTSO;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by CTSO;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of CTSO or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to CTSO by registered or certified mail addressed to CTSO. Upon receipt of such notice, CTSO, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTOR.

## ARTICLE XII: SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its officers as of the date first written above.

**GRANTOR:**

**CTSO:**

\_\_\_\_\_  
Diane Wolf Marlin, Mayor

\_\_\_\_\_  
Danielle Chynoweth, Township Supervisor

\_\_\_\_\_  
Phyllis Clark, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Danielle Chynoweth, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Township Supervisor of CTSO, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## **Attachment 1**

1. \$305,000 to fund one year of 5.5 FTE in Housing Case Management and Supportive Services for homeless residents in Champaign County.
2. \$40,000 to fund partners to couple essential, specialty services for homeless immigrants and people with disabilities with CTSO Housing Case Management. These services include legal navigation, language translation, and supportive services for people with intellectual and developmental disabilities -- which are essential to program success, but CTSO is not in a position to provide. CTSO will work with these partners to develop funding after year 1 to continue our partnership.
3. \$30,000 in Direct Assistance to support program participants with needs such as emergency food and clothing, used furnishings to move into housing, payment of utility arrears, and other needs for housing stabilization.



**Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”**

**Resolution No. T-2023-02-002R:**

Resolution Authorizing the Supervisor to Sign a Subrecipient Grant Agreement with City of Champaign for the Purchase of an Outreach Vehicle (Housing and Homelessness Innovation Grant)

**WHEREAS**, Cunningham Township Supervisor's Office (CTSO) has a commitment to ending homelessness, in partnership with the Continuum of Service Providers to the Homeless.

**WHEREAS**, To that end, CTSO operates Bridge to Home, a continuum of services for the homeless throughout Champaign County that includes Street outreach, Emergency Housing, Rapid Rehousing, Rental Assistance, and Case Management; and

**WHEREAS**, the City of Champaign has received American Rescue Plan Act ("ARPA" or the "Act") funding - specifically, Coronavirus State and Local Fiscal ("SLFRF") Recovery Funds (the "Recovery Funds"), which provide emergency funding for eligible state, local, territorial and Tribal governments; and

**WHEREAS**, the City of Champaign wishes to subaward the Subrecipient a portion of Grantee's Federal award of SLFRF Recovery Funds to be utilized by the Subrecipient for purposes of transporting participants in the Bridge to Home street outreach program that serves Champaign County, and for its other assistance programs in the amount of \$40,106.00; and

**WHEREAS**, use of the Subaward must be in accordance with the requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's federal award, and by signing this Agreement, the Subrecipient assures the Grantee it shall comply with all of the requirements of the Subaward;

**NOW THEREFORE BE IT RESOLVED** by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign necessary agreements with the City of Champaign to receive \$40,106.00 of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Act Funds (SLERF).

Approved this February 13, 2023 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

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Phyllis Clark, Town Clerk

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Diane Wolfe Marlin, Chair

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF CHAMPAIGN AND CUNNINGHAM TOWNSHIP  
FOR PURCHASE OF AN OUTREACH VEHICLE**

THIS AGREEMENT (the “Agreement”) is entered this 21st day of February, 2023 by and between the **City of Champaign** (herein called the “Grantee” or the “City”) and **Cunningham Township** (herein called the “Subrecipient” or the “Township”) (each a “Party” and together the “Parties”).

WHEREAS, the Grantee has received American Rescue Plan Act (“ARPA” or the “Act”) funding – specifically, Coronavirus State and Local Fiscal (“SLFRF”) Recovery Funds (the “Recovery Funds”), which provide emergency funding for eligible state, local, territorial and Tribal governments; and

WHEREAS, the Grantee wishes to subaward the Subrecipient a portion of Grantee’s Federal award of SLFRF Recovery Funds to be utilized by the Subrecipient for purposes described and authorized within the Act (the “Subaward”) in the amount of \$40,106.00 and

WHEREAS, use of the Subaward must be in accordance with the requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee’s federal award, and by signing this Agreement, the Subrecipient assures the Grantee it shall comply with all of the requirements of the Subaward;

NOW, THEREFORE, in consideration of the need for recovery from the COVID pandemic as authorized by the Act and the promises and mutual covenants described herein, the Parties mutually agree to the terms described in this Agreement.

**SCOPE OF SERVICE**

Subrecipient will take steps to purchase a van be used as a year-round outreach vehicle used for transportation needs for homeless street outreach in the City of Champaign, for the Bridge to Home Program clientele and other Cunningham Township assistance programs. The van will be used for services that will be provided for approximately 20 months with a start date of February 21, 2023.

**A. Scope Conditions**

1. As a condition of receiving this Subaward, if applicable, the Subrecipient shall perform all of the work described in this Agreement in a manner satisfactory to the Grantee and consistent with the terms and conditions of this Agreement, the Act, and all applicable local, State, and Federal statutes and regulations. Specifically, the Subrecipient agrees to comply with the requirements of the American Rescue Plan Act including Subtitle M, Sections 602 and 603 of the Social Security Act, and Section 200 of Title 2 of the Code of Federal Regulation (“C.F.R.”). The Subrecipient further agrees to utilize the Subaward to supplement rather than supplant funds otherwise available.

2. Changes in the scope of services, budget or method of compensation contained in this Agreement may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee, unless otherwise noted.
3. The Subrecipient may only carry out the activities described in this Agreement as the Scope of Services. Subrecipient is prohibited from charging to the Subaward the costs of ineligible activities, including but not limited to using the Subaward provided herein or personnel employed in the Scope of Services under this Agreement for:
  - i. Contributions to rainy day funds, financial reserves, or similar funds
  - ii. Payment of interest or principal on outstanding debt instruments
  - iii. Inherently religious activities, such as worship, religious instruction, or proselytization and/or those that promote or inhibit religious interest
  - iv. Lobbying, support of candidates for public office, or other political activities
  - v. Funding for programs that do not serve City of Champaign residents
  - vi. Expenses reimbursed or eligible for reimbursement through any other funding source, including but not limited to Community Service Grants, Community Block Development Grants, and CARES grants.

B. Program Detail

1. The Subrecipient will administer all tasks in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.
2. The above shall comprise the “Scope” or “Scope of Services.”

C. Performance and Compliance Monitoring

1. The Grantee shall have the right to monitor and evaluate the progress and performance of the Subrecipient to ensure that the terms of this Agreement are being satisfactorily fulfilled in accordance with the Grantee’s and other applicable monitoring and evaluation criteria and standards.
2. Performance metrics and scope of service may be adjusted periodically by Grantee following performance monitoring to account for successes and challenges encountered.
3. Subrecipient shall fully cooperate with the Grantee in relation to such monitoring and evaluation and may be expected to participate in periodic meetings to ensure that the Subrecipient is maintaining appropriate documentation to support the services outlined in this scope of work. These meetings may be used to review the approved budget to ensure appropriate invoices, services and activities are captured as required by the Finance Department. The review will also ensure the expenditures align with program and progress reports as monitored by the Neighborhood Services Department. This meeting may also

be used to submit written requests for reimbursement for spending or to submit written request for advance funding for specific activities.

D. Subrecipient Records

1. All costs under the Subaward must be budgeted items.
2. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Subaward is required.
3. Subrecipient shall maintain files containing information which shall clearly document all costs related to the Scope of Services and all services/activities provided or performed in conjunction with this Agreement, including, but not limited to:
  - i. A separate checking account used only for the Scope of Services and all services/activities provided or performed in conjunction with this Agreement;
  - ii. A general ledger with an income and expense account for each budgeted line item;
  - iii. Paid invoices with check number, date paid, and service or goods received;
  - iv. Cash receipts for payment of wages;
  - v. Contracts;
  - vi. Receipts with amount paid, date, and service or goods received;
  - vii. Payroll reports;
  - viii. Bank statements and bank reconciliations;
  - ix. Other financial records not captured by the above that document expenditures of the Subaward;
  - x. Other documentation requested by the Grantee.
4. The Subrecipient will maintain program records documenting the following relative to all participants receiving services under this Agreement:
  - i. A full description of each activity undertaken;
  - ii. Records documenting the acquisition, improvement, use or disposition of real property acquired (including by lease) or improved with the Subaward;
  - iii. Participant eligibility and criteria used to determine eligibility;
  - iv. Number of contacts made;
  - v. Number of referrals and linkages made;
  - vi. Number of individuals and families served;
  - vii. Nature of the services provided;
  - viii. Other documentation requested by the Grantee.
5. All records shall be retained by the Subrecipient for a period of five (5) years after the Grantee's Recovery Funds are required to be expended or obligated, whichever is later. During the term of this Agreement and such five (5) year period, the Grantee may require copies of any or all Subrecipient's records relating to this Agreement or expenditure of any of Subrecipient's funds, whether from the Subaward or other, which Subrecipient shall provide within seven (7) business days of such request.

6. Due to the interim reporting guidance having not yet been finalized by the U.S. Department of Treasury, the Grantee will notify Subrecipient of forthcoming reporting requirements and/or changes as needed so that the Grantee remains compliant with the U.S. Department of Treasury. This may include requests for additional supporting documentation not mentioned above.
7. The Grantee, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination.
8. Subrecipient shall comply with the Privacy Act of 1974 and 2 CFR 200.335, Collection and Transmission, in the collection, maintenance, use and dissemination of personally identifiable information such as social security numbers, financial and medical information. Subrecipient will limit the collection, use and access of information about individuals that is relevant and necessary to accomplish its purpose, and that such data be maintained with appropriate administrative, technical and physical safeguards to protect the information.

E. Subrecipient Reporting

1. the Subrecipient shall provide the Grantee with monthly reports and a close-out report. These reports shall include the:
  - i. Current status and progress by the Subrecipient in performing the Scope of Services;
  - ii. Detail of the expenditure of funds under this Agreement;
  - iii. Copies of the monthly performance reporting template;
  - iv. Any other information requested by the Grantee.
2. Monthly reports are due to the Grantee no later than thirty-five (15) days after the end of each quarter of the program year and shall be sent each month until submission of the administrative close-out report. A program close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the Scope of Services contained in this Agreement, whichever first occurs.
3. At the Grantee's sole discretion, the payment request and advance payment forms described in Section IV (I) may be considered monthly reports. If the Grantee does not consider the payment request and advance payment forms to be the monthly report, the Grantee will notify the subrecipient in writing that the Subrecipient must create a report or reports consistent with this Section.
4. If all required reports and copies are not sent to the Grantee or are not completed in a manner acceptable to the Grantee, then the Grantee may withhold further payments until they are completed.

5. The Subrecipient shall provide additional data, written reports, and/or information that may be requested by the Grantee from time-to-time.

F. Staffing

1. The Subrecipient shall allocate the necessary staff, resources, and time to carry out the Scope of Services in a timely manner. Subrecipient shall ensure that the number, background, and qualifications of the Subrecipient's staff providing related services funded under this Agreement are appropriate.
2. The Subrecipient shall supervise and direct the completion of all activities under this Agreement, including but not limited to the Scope of Services. The Supervisor at the Subrecipient who shall be responsible for this Agreement and who shall be considered the Grantee's primary contact related to its administration is:

Contact Information:

Cunningham Township  
Danielle Chynoweth, Supervisor  
205 W Green St  
Urbana, IL 61801  
[danielle@cunninghamtownship.org](mailto:danielle@cunninghamtownship.org)  
217-384-4144

G. Audit and Sam.Gov

1. If the Subaward is in excess of \$200,000, or upon the request of the Grantee, the Subrecipient shall obtain an audit of its annual financial statements by an independent audit firm and, if required, under the Uniform Guidance (required under 2 C.F.R., Part 200, Subpart F if the subrecipient expends more than \$750,000 in federal awards in a fiscal year), a Single Audit. A copy of all audit reports, management letters, findings or questioned costs shall be provided to the Grantee no later than nine months after the end of the Subrecipient's fiscal year.
2. The SAM.gov assistance listing number (formerly known as the CDFA number) is 21.027.

**II. TIME OF PERFORMANCE**

The Subrecipient will purchase the van by December 31, 2023 and will use the van for services of the Subrecipient to provide transportation for homeless street outreach in the City of Champaign, for the Bridge to Home Program clientele and other Cunningham Township assistance programs starting on February 21, 2023 and ending on December 31, 2024, unless otherwise extended by written modification to this Agreement executed by the Grantee and the Subrecipient.

### **III. BUDGET**

Subrecipient is required to obtain Grantee approval for budget and program or project scope revisions, and such revisions may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee. (2 CFR 200.308). Subrecipient is required to obtain Grantee's approval prior the lease, purchase or acquisition of a facility. Grantee's approval will not be unreasonably withheld.

<b>Line Item</b>	<b>Fund Source</b>	<b>Amount</b>
Purchase of vehicle	ARPA	<b>\$40,106.00</b>

### **IV. PAYMENT TERMS**

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$40,106.00** (the "Total Subaward Amount").
- B. The Grantee shall pay to Subrecipient an amount up to the Total Subaward Amount as full payment for all products ordered by the Subrecipient pursuant to this Agreement. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Scope of Services as determined by the Grantee.
- C. All payments to the Subrecipient are contingent on the availability of Recovery Funds to the Grantee, and further subject to all applicable federal, state, and local laws regarding the governance of such funds within ARPA.
- D. The Grantee, at its sole discretion, can substitute any or all of the ARPA funding with general City revenues. If the Grantee elects to do so, it will notify the Subrecipient of the amount of ARPA funding substituted with general City revenues for their own records; however, this substitution shall not constitute a waiver of any of Subrecipient's responsibilities or obligations under this Agreement, unless and until the City provides notice of the cessation of such responsibilities or obligations to the Subrecipient in writing.
- E. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
  - i. That Subrecipient has expended funds for eligible approved expenditures;
  - ii. That Subrecipient is not in default of any provision of this Agreement nor applicable law or regulation;
  - iii. That Subrecipient has submitted timely requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by Grantee; and
  - iv. That Subrecipient has certified with each payment or reimbursement request that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.



- F. If payments are reimbursement-based: As frequently as monthly, but no longer than quarterly, the Subrecipient should submit a request for payment on the payment form provided by Grantee, shown as Attachment A, along with all required supporting documentation for reimbursement. Each request for payment shall be broken down into requested draws against the budget line items and supported by supporting invoices, bills, time sheets, and other documents necessary to justify the payment, and any other information required by the Grantee. As long as all required documentation/information is included with the request for reimbursement, the Grantee will process the request and provide funds to the Subrecipient within 15 business days.
- G. If advance payments are required: Subrecipient will be allowed to submit an advance request for funds on a bi-monthly or quarterly basis on the payment form provided by Grantee. The advance request will require the exact amount requested from the Subrecipient's line-item budget, a narrative describing the costs, along with a statement of need that outlines why the advance funding is being requested. These requests shall be submitted at least 15 business days before the funds are required by the Subrecipient. Advance funds are to be placed in a separate bank account and all transactions related to that program shall be paid from that account. All transactions within that bank account shall only be related to this specific program. Bank statements and bank reconciliations for that account will be required to be submitted to the Finance Department no later than 30 days after the end of each month. Along with the submission for the next advance payment, the Subrecipient will also submit the Subrecipient payment request form, shown as Attachment B detailing how the funds have been spent, broken down into the budget line items and supported by supporting invoices, bills, time sheets, other documents necessary to justify the payment, and any other information required by the Grantee shall be submitted to the Grantee. This report must be completed and approved by Finance Department staff before the Subrecipient can receive additional funds.
- H. During monthly pay meetings, Subrecipient will have an opportunity to ask questions regarding required documentation, submit copies and review supporting documentation of expenses charged to the Subaward, including but not limited to invoices, bills, time sheets, and any other information requested by the Grantee, with the designated staff from the Finance Department and Neighborhood Services Department.
- I. As required by 2 C.F.R. §200.415(a), any request for payment for reimbursement or report showing how advance funds have been spent under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- J. Payments may be contingent upon review and approval of the Subrecipient's financial management system or other recordkeeping system by the Grantee.
- K. The Grantee reserves the right to decline payment of funds or to demand repayment of funds deemed to be ineligible under ARPA guidelines, this Agreement, and other applicable program guidelines.

**V. DEFAULT; TERMINATION OF AGREEMENT**

- A. For Cause: This Agreement may be terminated by Grantee for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City Manager, whose decision shall be final. The City Manager may determine whether immediate termination of the Agreement is appropriate or may direct that remedial action be taken within a specified period of time. If the City Manager directs that remedial action be taken by Subrecipient, and Subrecipient fails to take such remedial action within the time limit prescribed by the City Manager, Grantee may terminate the Agreement immediately for cause. The determination of the City Manager shall be final and binding upon both Grantee and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement or substandard performance by the Subrecipient.
- B. For Convenience: This Agreement may be terminated by Grantee for convenience upon thirty-five (35) days written notice to Subrecipient, without damages or costs to Subrecipient, which decision shall not be subject to appeal.
- C. Post Expiration and Termination Procedures: Upon expiration or in the event of early termination, all remaining and unspent Subaward funds, shall immediately become the sole and separate property of the Grantee and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Grantee. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with Subaward funds shall, at the option of the Grantee, become Grantee's property.

**VI. AMENDMENTS**

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local regulations, statutes, governmental guidelines, policies, and available funding amounts, or for other reasons, and the Subrecipient agrees to comply with such amendment.

**VII. ADDITIONAL TERMS AND CONDITIONS**

- A. Federal Regulations and Statutes

The compliance provisions attached as Attachment C hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same as required by ARPA.

B. Assurances of Compliance with Civil Rights Requirements

The assurances of compliances with civil rights requirements attached as Attachment D hereto are made a part of this Agreement and Subrecipient agrees to comply therewith.

C. Mandatory Disclosures (2 CFR 200.113)

The Subrecipient must disclose, in a timely manner, in writing to the Grantee all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, an administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.338 including suspension or debarment.

D. Independence of Subrecipient

Nothing herein contained nor the relationship of Subrecipient to Grantee, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the Grantee. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance to or on behalf of Subrecipient, as the Subrecipient is an independent contractor.

The Parties shall not be construed to be partners and no partnership is hereby created or designated, whether directly or indirectly, at any time or for any purpose. Any use of the word "partner" or "partnership" shall be deemed strictly colloquial and shall have no legal meaning.

E. Remedial Actions

In the event of Subrecipient's noncompliance with section 602 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Social Security Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Social Security Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Social Security Act, as applicable.

F. Hatch Act

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

G. False Statements

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

H. Publications and Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services under this Agreement. All activities, facilities, and items utilized pursuant to this Agreement and/or the Subaward shall be prominently labeled as to funding source as the City of Champaign. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by a Federal award to the City of Champaign by the U.S. Department of the Treasury."

I. Conflicts of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611. The Subrecipient further certifies and warrants that neither it nor any members of its board, officers, or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

J. Debts Owed to the Federal Government

Any funds paid to the Subrecipient: (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the ARPA Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if

the Subrecipient knowingly or improperly retains funds that are a debt. The Treasury will take any actions available to it to collect such a debt.

K. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of this Agreement or Subaward, a gross waste of federal funds, an abuse of authority relating to this Agreement or Subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this Agreement (including the competition for or negotiation of the Agreement) or Subaward.

The list of persons and entities referenced in the paragraph above includes the following:

- ii. A member of Congress or a representative of a committee of Congress;
- iii. An Inspector General;
- iv. The Government Accountability Office;
- v. A Treasury employee responsible for Agreement or grant oversight or management;
- vi. An authorized official of the Department of Justice or other law enforcement agency;
- vii. A management official or other employee of Grantee;
- viii. A court or grand jury; or
- ix. A management official or other employee of Subrecipient who has the authority to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

L. Governmental Requirements for Drug-Free Workplace (31 C.F.R. Part 20)

1. As a Subrecipient of Federal funds, Subrecipient agrees to comply with the Governmental Requirements for Drug-Free Workplace as contained in 31 C.F.R. Part 20. Subrecipient shall make a good faith effort, on a continuing basis, to maintain a drug-free workplace. To facilitate this effort, Subrecipient must:

- i. Publish a drug-free workplace statement and establish a drug-free awareness program for Subrecipient's employees, a sample of which is attached as Attachment E hereto;
- ii. Take actions concerning employees who are convicted of violating drug statutes in the workplace, including informing Grantee of the same; and
- iii. Identify all known workplaces where work will take place under the Subaward.

2. The drug-free workplace statement must be given to each employee who will be engaged in the performance of the Scope of Services and Subaward, which is a Federal award.

3. The Subrecipient must have its drug-free workplace policy and program in place before any work occurs that is charged to the Subaward.

M. Increasing Seat Belt Use in the United States and Reducing Text Messages while Driving

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should be encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees and volunteers when operating company-owned, rented or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipients should be encouraged to adopt and enforce policies for their employees and volunteers that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

N. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et. seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement and the Scope of Services hereunder. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

O. Assignability

This Agreement or any part or portion of the Scope of Services shall not be subcontracted, assigned, or transferred by the Subrecipient without the prior written consent of the Grantee. Any subcontract, transfer, assignment or attempt of such made in violation of this provision shall, at Grantee's election, be deemed void *ab initio* and of no effect whatsoever, and may be grounds for termination of this Agreement.

P. Time

Time is of the essence in this Agreement.

Q. Survival

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include, without limitation, those related to indemnification, maintenance, and audit of records.

R. Governing Law, Venue

This Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflict of laws or choice of law provisions. Any action arising out of or in conjunction with this Agreement shall only be instituted in Champaign County, Illinois.

S.     Non-Waiver

No failure on the part of the Grantee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Grantee of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein are cumulative and not exhaustive of any remedy available to the Grantee at law or in equity.

T.     Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

U.     No Third-Party Beneficiaries

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a Party to this Agreement. This provision shall not limit any obligation which either Party has to the U.S. Treasury in connection with the use of ARPA Recovery Funds, including the obligations to provide access to records and cooperate with audits.

V.     Severability

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

W.     Authorization

Each Party signing this Agreement warrants to the other Party, that they have the full power and authority to execute this Agreement on behalf of the Party for whom they sign.

X.     Insurance

During the term of this Agreement, at its own cost and expense, Subrecipient shall maintain in full force and effect insurance policies as enumerated herein. All policies shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on

Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable. The City's interest as an additional insured party shall be on a primary and non-contributory basis on the policies and noted as such on the insurance certificates. Subrecipient shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.

- General Liability: Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence.
- Umbrella Liability policies may be used to satisfy the limit named above.

If a self-insured retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld. This provision shall not be construed to be a limitation of liability for the Service Provider.

#### Y. Indemnity/Hold Harmless

To the fullest extent allowed by law, Subrecipient shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Subrecipient or the Subrecipient's employees or subcontractors and acts or omissions of employees or agents of Subrecipient, unless caused solely by the City, its officers or employees. Insurance required in this Agreement shall in no way lessen or limit the liability of Subrecipient under the terms of the Agreement.

### **VIII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery, with a copy sent via email. Any notice sent by the Grantee in this manner shall be effective on the date of sending; any Notice sent by the Subrecipient shall be effective five (5) business days after sending, or the date received by Grantee, whichever is later. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.



Grantee

Neighborhood Services Department  
c/o Jennifer Carlson  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820  
217.403.7082  
[jennifer.carlson@champaignil.gov](mailto:jennifer.carlson@champaignil.gov)

Subrecipient

Cunningham Township  
c/o Danielle Chynoweth  
Township Supervisor  
205 E Green St  
Urbana, IL 61801  
217.384.4144  
[danielle@cunninghamtownship.org](mailto:danielle@cunninghamtownship.org)

With a copy to:

City Manager's Office  
City of Champaign  
102 N. Neil Street  
Champaign, IL 61820  
217.403.8710  
[citymanagersoffice@champaignil.gov](mailto:citymanagersoffice@champaignil.gov)

**THEREFORE**, the Parties agree to the above.

For City of Champaign as Grantee:

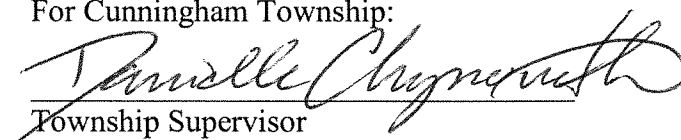
\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Approved as to form:

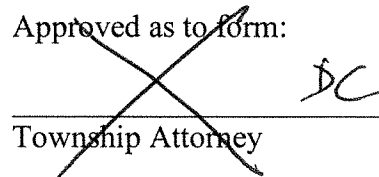
\_\_\_\_\_  
City Attorney

For Cunningham Township:

  
Township Supervisor

Date: 2/14/23

Approved as to form:

  
Township Attorney

Attachments:

Attachment A – Payment Request Form  
Attachment B – Advance Funding Payment Form  
Attachment C – Federal Compliance Certifications  
Attachment D - Civil Rights Compliance Certifications  
Attachment E - Sample Drugfree Workplace Policy Statement  
Attachment F – Disclosure Affidavit

\*Copies of all receipts, invoices, payroll reports, etc. *must* be attached to the invoice for payment request to be processed.

Remit Payment To:  
Address  
City, State, Zip

## INVOICE

Subrecipient Agreement Name/Number:

Invoice Date:

Project Title:

Subrecipient Principal Investigator:

Invoice Number:

Invoice Amount: \$ -

Project Period

Invoice Period

From:  
To:

Start date  
End date

From:  
To:

Start date  
End date

Category	Budget	Current Expenses	Cumulative Expenses	Current Post Sharing (if applicable)	Cumulative Post Sharing (if applicable)
Salaries & Wages	0.00	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00
Professional Services (Bookkeeping, audit, insurance)	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00
Other Direct Expenses	0.00	0.00	0.00	0.00	0.00
Subcontracts	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Total Costs	0.00	0.00	0.00	0.00	0.00

Total Request for Payment

0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Notes:

Signature

Name & Title of Subrecipient's Authorized Official

**JUSTIFICATION OF ADVANCE PAYMENT****SUB-RECIPIENT:**

If you are requesting an advance, indicate by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$\_\_\_\_\_ is requested. These funds are needed to pay staff, assist with administrative expenses and purchase start-up supplies and equipment. We would not be able to operate this program without this advance.

If you are requesting an advance, complete the following chart and line-item justification below (attach additional pages as needed):

**ESTIMATED QUARTERLY EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>Quarterly Anticipated Expenditures</b>
<b>SALARIES &amp; WAGES:</b>	
<b>EMPLOYEE BENEFITS:</b>	
<b>PROFESSIONAL SERVICES:</b>	
<b>CONTRACTUAL SERVICES:</b>	
<b>EQUIPMENT:</b>	
<b>MATERIALS &amp; SUPPLIES:</b>	
<b>TOTAL EXPENSES:</b>	

**LINE-ITEM JUSTIFICATION:** For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the quarter. Supporting documentation should include, but is not limited to, the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the City reasonable and necessary support that the advance will be expended within the quarter for which it is requested. Additional advance payments will not be expended until appropriate documentation is received by the City for the previous quarter's expenses.

***\*REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS\****

Signature of Sub-Recipient's Authorized Official

Date: \_\_\_\_\_

ATTACHMENT B

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Name and Title of Sub-Recipient's Authorized Official

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### **Attachment C: Federal Compliance Certifications**

In addition to those stated in the Agreement, Subrecipient hereby certifies that the Subaward will be conducted and administered in compliance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the Treasury may determine are inapplicable to this Subaward and subject to other exceptions as may be otherwise be provided by the Treasury. Subpart F, Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward;
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. 25 is hereby incorporated by reference;
3. Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award terms set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
4. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (No procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and the Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 20, Appendix CII to Part 200 is hereby incorporated by reference;
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
7. New Restrictions on Lobbying, 31 C.F.R. Part 21;
8. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1 and Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
9. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
10. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

11. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
12. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
13. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
14. Section 3 of the Housing and Urban Development Act of 1968, as amended;
15. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
16. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
17. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
18. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
19. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
20. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
21. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
22. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
23. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

24. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
25. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
26. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
27. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
28. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
29. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
30. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
31. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
  - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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.
  - b. 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 this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
32. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

#### **Attachment D: Civil Rights Compliance Certification**

##### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities.



As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient contracts with other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **Attachment E: Sample Drug-Free Workplace Policy Statement**

### **Drug-Free Workplace Policy Statement**

In compliance with the requirements of the federal Drug-Free Workplace Act of 1988, it is the policy of (INSERT ORGANIZATION NAME HERE) that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (as defined in scheduled I through V of section 202 of the Controlled Substances Act, 21 U.S.C. 812) by employees in the workplace is prohibited.

The workplace includes anywhere that an employee does work for the organization that is funded by federal funds.

Violations of this prohibition by employees may result in the application of sanctions, including possible required participation in approved drug abuse assistance or rehabilitation program, and up to and including termination of employment.

The illegal use of controlled substances can seriously injure the health of employees, adversely impair the performance of their duties, and endanger the safety and well-being of fellow community members and program participants.

Therefore, this organization encourages employees who have a problem with the illegal use of controlled substances to seek professional advice and assistance.

Employees directly engaged in the work under federal grant or contract are required, as a condition of employment under the grant or contract, to:

1. Abide by the terms of this policy, and
2. Notify their supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Such convictions may result in the application of sanctions, as described above. The organization will notify the City of Champaign within ten days of receiving notice of a criminal drug statute conviction when said conviction involves a drug offense occurring in the workplace.

A copy of this statement shall be given to all employees assigned to work under a federal grant or contract.

Questions concerning the application of this policy should be addressed to (NAME), who has been assigned responsibility for its interpretation and enforcement.

---

Employee Signature

---

Date

**Resolution No. T-2023-02-003R:**

**Resolution Authorizing the Supervisor to Sign an Agreement with Proprio  
for On Demand Translation Services**

**WHEREAS**, the Cunningham Township Supervisor's Office (CTSO) is a public agency supporting local low-income residents with housing, income, education, disability, transportation, utilities, food, clothing, and communication needs. In 2022, CTSO served over 10,000 residents; and

**WHEREAS**, CTSO in serving over 10,000 residents per year CTSO is in need of on demand, scheduled and written translation services including in Spanish, French, and ASL; and

**WHEREAS**, CTSO has reviewed various translation services and has determined that Proprio LS, LLC provides the best solution; and

**WHEREAS**, the cost of services is as stipulated in the attached agreement with these as the most common on demand translation costs:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$0.59	Per minute
Non-Spanish*	\$0.75	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	\$ .10	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$0.89	Per minute
Non-Spanish*	\$0.89	Per minute
American Sign Language (ASL)	\$1.49	Per minute

**NOW THEREFORE BE IT RESOLVED** by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached agreement with Proprio LS, LLC for translation services

Approved this February 13, 2023 by the Township Board of the Town of Cunningham,  
Champaign County, State of Illinois.

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Phyllis Clark, Town Clerk

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Diane Wolfe Marlin, Chair



## PROPIO LANGUAGE SERVICES AGREEMENT

Propio LS, LLC, ("Propio") and Cunningham Township ("Client"), agree that the terms and conditions shown below will apply to services provided by Propio.

### TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three years. Upon the expiration of the initial three-year period, this Agreement will be automatically renewed for one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the current contract. Upon receipt of a timely cancellation notice by either party, this agreement will terminate sixty (60) days from the date of notice.
2. **FEES.** During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in Attachment B, Rate Sheet, incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, documents 508 Compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, CART, tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request.
3. **PAYMENT TERMS.** Client agrees to pay all properly invoiced charges for Interpreting, Translation, or other Language Services within 30 days of the invoice date. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Propio for services that have been rendered. Invoices will be sent to the Client billing address shown in Attachment A, or to such other address as Client may specify by giving written notice to Propio. Client agrees to report any invoice disputes within 30 days of the invoiced date. Propio shall not be considered liable for any dispute reported after 30 days from invoiced date.
4. **USE OF SERVICE.** Client represents that Client will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation. Client will indemnify, defend and hold Propio, its affiliates, and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.  
  
Client agrees that all translation orders approved by its staff are considered billable. Client shall be solely and fully responsible for charges resulting from approved translation orders either approved in Propio's online platforms or by email, whether or not such use is authorized. The Client agrees not to disclose translation platform access to other parties unless prior written approval from Propio is received.
5. **UNAUTHORIZED USE OF SERVICE.** Client agrees that all interpreting calls directed from its staff to Propio are authorized to receive billable interpreting services. Client shall be solely and fully responsible for charges resulting from interpreting calls directed to Propio from its staff, whether or not such use is authorized. The Client agrees not to disclose the phone number to other parties unless prior written approval from Propio is received.
6. **REIMBURSEMENT:** Client may on occasion request Propio staff to travel. Client and Propio must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.
7. **LIMITED WARRANTIES.**
  - A. Propio will perform Interpreter, Translator, or Language Services in a professional manner. Except as otherwise set forth above, Propio makes no representation, warranty, or guarantee, express or implied, about Interpreter, Translator, or Language Services. Propio does not warrant the availability of interpreters or translators at all times, and Propio specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client recognizes that over-the-phone consecutive interpretations may not be entirely accurate in all cases. Propio may monitor or record calls for quality assurance.



**8. LIMITATION OF LIABILITY.**

A. For purposes of the exclusive remedy and limitations of liability set forth in this section, "Propio" shall be deemed to include Propio, its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers, interpreters, and translators (whether employees or independent contractors), and "damages" will refer collectively to all injury, damage, loss or expense incurred.

B. Except for obligations under section 3 (Payment Terms), and to the extent not prohibited by applicable law:

a. Each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of i. The amount paid by Client within the previous 12 months for the interpreter, translator, or language services or \$10,000

b. Neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

**9. FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

**10. CONFIDENTIALITY.** Propio will not disclose any information derived from Client's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Propio. If Propio, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Propio, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.

**11. NON-SOLICITATION.** Client agrees that for one year after termination, whether voluntary or involuntary, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Propio or any of its subsidiaries or affiliates or other interfere with the employment relationship between Propio and its employees. b) Client also agrees not to solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Propio's, with whom the Client has access to during the course of this Agreement, to terminate or alter their relationship with Propio.

**12. RECORDING POLICY.** As an electronic communications service provider, Propio LS, LLC, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Propio personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.

Propio is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, as such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Propio does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.

**13. NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.

**14. ASSIGNMENT.** Client may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Propio.

**15. TERMINATION.**

A. If (i) Client fails to pay any charge when due and the failure continues for seven (7) days after receipt by Client of written notice of the failure from Propio or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Propio, then in either case Client shall be in default and Propio may terminate this Agreement and exercise any available rights or remedies.

B. If Propio fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Client, Propio shall be in default, and Client may terminate this Agreement and exercise any available rights or remedies. 60-day no cause termination for both parties.

**16. ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement, is held to be invalid, void, or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate



any other provision or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

17. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement by which their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
18. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Propio to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Propio, its affiliates, or their respective successors.
19. **CHOICE OF LAW.** Kansas law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.
20. **DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the client organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.
21. **INCORPORATION OF ATTACHMENT.** Attachment A (Client Contact & Profile Information), Attachment B (Rate Sheet), Attachment C (Business Associate Agreement)

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on all attachments incorporated herein.

**Cunningham Township**

Accepted by:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Type or Print Name and Title*

\_\_\_\_\_  
*Date*

**Propio LS, LLC**

Accepted by:

\_\_\_\_\_  
*Signature*

CEO/Marco Assis

\_\_\_\_\_  
*Date*



# Attachment A

## CLIENT CONTACT & PROFILE INFORMATION

Complete this and send a copy of it and the signed Interpreter Services Agreement to:

Propio LS, LLC.                      Or                      fax to: 866-231-8176  
C/O Toby Leach  
10801 Mastin Street, Suite 580  
Overland Park, KS, 66210-1214 Or email all pages to: [tlease@Propio-ls.com](mailto:tlease@Propio-ls.com)

Organization Name:      Cunningham Township

**Billing Contact Person:** Responsible for billing correspondence including monthly invoices, billing & payment inquiries

Name:	_____	Title:	_____
Phone:	_____	Fax:	_____
Billing email 1:	_____		
Billing email 2:	_____		
Street address:	_____		
City, State, Zip:	_____		

**Communication Contact Person:** Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name:	_____	Title:	_____
Phone:	_____	Fax:	_____
Email:	_____		

Indicate the Interpreter skill set to match client service/industry.

Select one:

☐ Medical   ☐ Legal   ☐ General

**Billing intake** to be obtained for each service and provided on invoice for client’s internal auditing purpose. Please note intake reporting is based on end-user response and is not guaranteed.

Examples of intake are as follows:

- Caller’s first & last name
- Caller’s location
- Patient’s last name only

Please indicate up to three intake questions your staff will be able to provide a response to:

1	_____
2	_____
3	_____





## Attachment B

### RATE SHEET

#### Interpreting Services:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$0.59	Per minute
Non-Spanish*	\$0.75	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	\$ .10	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$0.89	Per minute
Non-Spanish*	\$0.89	Per minute
American Sign Language (ASL)	\$1.49	Per minute

#### 1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- Propio provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List\*.
- Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Propio connects participants with a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- Each call placed internationally will incur an additional charge.

#### 2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services is 30 minutes requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- Service requests should be placed a minimum of 24 hours in advance.
- Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

#### 3. ON-DEMAND VIDEO INTERPRETATION

- On-demand video interpretation is performed on the Propio ONE platform.
- Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

#### 4. VIRTUAL SERVICES.

Clients may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions, should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.



## Written Document Translation Services:

Written Document Translation			
English (United States)	Spanish	\$0.14	Per word
English (United States)	Arabic	\$0.18	Per word
English (United States)	German	\$0.25	Per word
English (United States)	Spanish (Mexico)	\$0.14	Per word
English (United States)	Spanish (United States)	\$0.14	Per word
English (United States)	Spanish (Puerto Rico)	\$0.14	Per word
English (United States)	Persian (Iran)	\$0.19	Per word
English (United States)	French (Canada)	\$0.26	Per word
English (United States)	French (France)	\$0.25	Per word
English (United States)	Hindi	\$0.15	Per word
English (United States)	Hmong	\$0.22	Per word
English (United States)	Haitian (Creole)	\$0.27	Per word
English (United States)	Italian	\$0.20	Per word
English (United States)	Japanese	\$0.26	Per word
English (United States)	Karen	\$0.27	Per word
English (United States)	Korean	\$0.19	Per word
English (United States)	Nepali	\$0.21	Per word
English (United States)	Polish	\$0.18	Per word
English (United States)	Portuguese (Brazil)	\$0.15	Per word
English (United States)	Portuguese (Portugal)	\$0.17	Per word
English (United States)	Russian	\$0.16	Per word
English (United States)	Somali	\$0.22	Per word
English (United States)	Swahili	\$0.21	Per word
English (United States)	Tagalog	\$0.24	Per word
English (United States)	Ukrainian	\$0.17	Per word
English (United States)	Vietnamese	\$0.15	Per word
English (United States)	Chinese (Simplified, PRC)	\$0.16	Per word
English (United States)	Chinese (Traditional, Taiwan)	\$0.18	Per word
Minimum Project Fee		\$75.00	Per language per project
Desktop Publishing/Formatting		\$55.00	Per hour (if applicable)
Rush Processing		15%	% Of increase to the total invoice
Translation Into English		15%	% Of increase to per word rate
Translation Memory Discounts (TTM)			
Exact Match & Repetitions		70%	Discount
Fuzzy Match Discounts		60%	Discount with 99-95% matches
		50%	Discount with 94-85% matches
		30%	Discount with 84-75% matches

### 5. WRITTEN TRANSLATION SERVICES

Client agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Client shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Client acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., “large” and “big”). Propio will correct errors or omissions reported during the inspection period at no cost to Client and will make preferential changes at Client’s expense and Propio’s discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Client agrees to use Propio’s secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Propio agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Client to manage Client’s translation projects and to assist clients, as needed.

Translation Memory (TM) discounted rates apply to qualifying documents submitted in editable source format in languages compatible with TM application. Discounts are available for exact matches, repetitions, and fuzzy matches as outlined in the rate table.



## 6. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Client. Invoices are delivered via email in .pdf format and contain the following information: invoice date, invoice number, "bill to" address, person/department who ordered the service, PO number (if applicable), description of services rendered, quantity, rate, and total amount due. For translation of documents, the "quantity" is set to "1" for each document translated and the "rate" displays the total amount due for that document, based on the approved price quotation. Detailed information regarding per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing or layout work, the "quantity" will be the number of hours billed and the "rate" will display the hourly rate. For per item fees, such as translation certifications, the quantity will be set based on the number of items received. Terms are Net 30 from invoice date.

- a. For projects quoted at \$30,000.00 USD or more, Propio requires a 50% down payment prior to the commencement of work. The remaining balance shall be invoiced upon delivery of the completed work to the client.
- b. Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- c. Client reserves the right to cancel a project at any time prior to completion. To cancel a project, Client must contact the Propio Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Client shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Propio was required to incur expenses applicable to the entire project prior to cancellation and cannot recover unused funds from the vendor at issue, Client shall be responsible for the entire expense paid.
- d. The client agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Propio makes translated documents available in Vu and notifies the requester.
- e. Past due invoice(s) may result in Client's account being placed on credit hold and services discontinued until the account is brought back to current status.

Other services can be scoped and bid upon request.



## Attachment C

### BUSINESS ASSOCIATES AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (this "**Agreement**") is made as of the date set forth below, by and between Cunningham Township ("**Covered Entity**") and Propio, LS, LLC ("**Business Associate**"), each individually a "**Party**" and together the "**Parties**."

A. **Purpose.** The purpose of this Agreement is to comply with the Business Associate requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations, 45 C.F.R. parts 142 and 160-164, as may be amended, including the Privacy Rule, the Security Rule and the Breach Notification Rule (together, the "Rules"). Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the above-referenced HIPAA statute and regulations.

B. **Relationship.** Covered Entity is a Covered Entity, as defined in the Rules. Covered Entity and Business Associate have entered into a relationship under which Business Associate may receive, use, obtain, access or create Protected Health Information ("PHI") from or on behalf of Covered Entity in the course of providing language services (the "Services") for Covered Entity. As provided in the Rules, PHI shall include, when applicable, Electronic Protected Health Information ("EPHI"). Business Associate acknowledges that it has direct compliance obligations under the Rules and is bound to comply with all requirements of the Rules made applicable to business associates pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Pub. L. No. 111-5, Title XIII.

Accordingly, in consideration of the receipt of good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Disclosure of PHI to and use of PHI by subcontractors and agents is also subject to Section 5 below. When requesting PHI from Covered Entity, Business Associate will request the minimum PHI necessary to perform the Services. Business Associate will not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations or Business Associate's obligations under the Rules, or (ii) that would violate the Rules if disclosed or used in such a manner by Covered Entity. Notwithstanding the foregoing, Business Associate may use or disclose PHI as provided in Section 7 below.

2. **Covered Entity's Obligations Under the Privacy Rule.** To the extent that Business Associate is to carry out one or more of the Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. **Safeguards for the Protection of PHI.** Business Associate will implement and maintain commercially appropriate security safeguards to ensure that PHI obtained from or on behalf of Covered Entity is not used or disclosed by Business Associate in violation of this Agreement and otherwise comply with the Security Rule with respect to EPHI, as applicable. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of Covered Entity. Security measures maintained by Business Associate shall include administrative, physical, and technical security safeguards as necessary to protect such PHI, including such safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, all in accordance with the Rules.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.**

4.1 If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement or of any security incident, then Business Associate will notify Covered Entity within three (3) business days in accordance with Section 11.4 below, or as shall hereafter be specified by written notice from the Covered Entity. Any such notice shall be deemed given when so delivered to or received at the proper address. Business Associate will establish and implement procedures and other reasonable mitigation efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI.

4.2 Business Associate will comply with Section 13402 of the HITECH Act and implementing regulations, 45 CFR Part 164, Subpart D, as may be amended. Business Associate shall report to Covered Entity any potential Breach of Unsecured PHI, as defined in the Breach Notification Rule, within three (3) business days of discovery, and shall provide all information regarding such potential Breach necessary to meet Covered Entity's notification obligations under the Breach Notification Rule; provided, however, that if Business Associate is also an agent of Covered Entity then Business Associate shall report to Covered Entity any incident that may give rise to a reportable breach within one (1) business day of discovery of such incident.

5. **Subcontractors and Agents – Use and Disclosure of PHI.** Business Associate will require any subcontractor or agent that is authorized to receive, use, or have access to PHI obtained from or created by Business Associate on behalf of the Covered Entity, to execute a business associate agreement with terms at least as restrictive as such restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Business Associate under this Agreement.

6. **Individual Rights.** Under the Privacy Rule, the Individual whose PHI is used or maintained has specific rights regarding the PHI. Accordingly, Business Associate will comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:



6.1 Right of Access. Business Associate agrees to provide access to PHI contained in a Designated Record Set, at the request of Covered Entity and in the reasonable time and manner designated by Covered Entity, to Covered Entity or, as directed, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

6.2 Right of Amendment. Business Associate agrees to make any amendment(s) to PHI contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

6.3 Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and to forward a copy of such documentation of each such disclosure to Covered Entity no later than ten (10) business days following Covered Entity's request for such documentation. Business Associate agrees to provide to Covered Entity or an Individual, in the reasonable time and manner designated by Covered Entity, such further information as may be reasonably requested by Covered Entity in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. To the extent Business Associate makes any disclosures on behalf of Covered Entity through an electronic health record as defined in Section 13400 of the HITECH Act, Business Associate agrees to document all such disclosures of EPHI as required under the HITECH Act and any implementing regulations, and to provide an accounting of disclosures directly to an Individual upon request by such Individual. Business Associate's obligation to document disclosures made through an electronic health record and provide an accounting of such disclosures directly to Individuals upon request shall be effective as of the date by which business associates are required to comply with Section 13405(c) of the HITECH Act or such later date specified by the Secretary of HHS.

7. Use and Disclosure for Business Associate's Purposes.

7.1 Use. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

7.2 Disclosure. Business Associate may disclose PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

8. Access to Records. Business Associate will make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to HHS, the Office for Civil Rights ("OCR"), or their agents for purposes of monitoring compliance with HIPAA and the HITECH Act.

9. Term and Termination.

9.1 Term. This Agreement will become effective on the Effective Date. Unless terminated sooner pursuant to this Section 9, this Agreement shall remain in effect for the duration of all Services provided by Business Associate and for so long as Business Associate shall remain in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity, unless Covered Entity has agreed in accordance with Section 9.3 that it is infeasible to return or destroy all PHI.

9.2 Termination by Covered Entity for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate with respect to the Privacy Rule, Covered Entity shall provide Business Associate an opportunity to cure the breach or end the violation. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time period specified by Covered Entity. Covered Entity may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement with respect to the Privacy Rule and cure is not possible. If Covered Entity determines that Business Associate has violated a material term of the Agreement with respect to the Security Rule, Covered Entity may immediately terminate this Agreement without providing Business Associate an opportunity to cure the breach.

9.3 Effect of Termination. Upon termination of this Agreement, Business Associate will recover any PHI relating to the Agreement in the possession of its subcontractors or agents. Business Associate will return to Covered Entity or destroy all such PHI plus all other PHI relating to the Agreement in its possession, and will retain no copies. If Business Associate believes that it is not feasible to recover, return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a statement that Business Associate has determined that it is infeasible to recover, return or destroy the PHI in its possession or in the possession of its subcontractors or agents, and (ii) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly recover, return or destroy the PHI, Business Associate will ensure that any and all protections, requirements and restrictions contained in this Agreement will be extended to any PHI retained after the termination of the Agreement, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

10. Indemnification. Except to the extent that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Covered Entity, Business Associate agrees to hold harmless and indemnify Covered Entity, and its officers, directors, employees and agents, from and against any loss, suit, claim, action, damage, obligation, demand, liability, penalty, fine, judgment,



verdict, settlement, cost or expense (including without limitation reasonable attorneys' and other consultants' fees and court costs) arising out of or relating to any material breach of this Business Associate Agreement by Business Associate.

11. Miscellaneous.

11.1 Survival. The respective rights and obligations of the Parties under Sections 8 (Access to Records), 9.3 (Effect of Termination), 10 (Indemnification) and 11 (Miscellaneous) will survive termination of the Agreement indefinitely.

11.2 Amendments; Waiver. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties or as specified in Section 12 below. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

11.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

11.4 Notices. Any notice to be given under this Agreement to a Party shall be made via commercial courier or hand delivery to such Party at its address given below. Any such notice shall be deemed given when so delivered to or received at the proper address.

If to Business Associate, to:

Propio LS. LLC  
10801 Mastin St. Suite 580  
Overland Park, KS 66210  
Attn: Compliance Officer  
compliance@propio-ls.com

If to Covered Entity, to:

Cunningham Township

\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

11.5 Venue. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, this Agreement, shall be brought against any of the Parties in the courts of the State of Kansas, County of Johnson and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere.

12. Compliance with HIPAA and the HITECH Act. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, the Rules, and the HITECH Act. To the extent HIPAA, the Rules, and the HITECH Act are revised, this Agreement shall be deemed automatically amended to the extent necessary to comply with such revisions, upon notice to Business Associate from the Covered Entity.

13. Independent Contractors. Except if otherwise agreed to in writing in a separate agreement between Business Associate and Covered Entity for services that give rise to this Agreement, the relationship between Business Associate and Covered Entity is an independent contractor relationship. None of the provisions of this Agreement shall be construed to create an agency, partnership, employer/employee, master/servant or joint venture relationship between the parties.

[Signatures on Following Page]



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the first date upon which Services were or are provided by Business Associate on behalf of Covered Entity (the "Effective Date").

**COVERED ENTITY:**

Cunningham Township

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

Propio LS, LLC

By: \_\_\_\_\_

Print Name: Marco Assis

Title: CEO

Date: \_\_\_\_\_