

**AGREEMENT AMENDMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
THE VISIT CHAMPAIGN COUNTY FOUNDATION FOR TOURISM AND
HOSPITALITY INITIATIVE ASSISTANCE**

THIS AGREEMENT AMENDMENT is made and entered by and among the County of Champaign (“County”) with an address of 1776 E. Washington Street, Urbana, IL 61802, and the Visit Champaign County Foundation (“VCCF”) with an address of 17 E. Taylor St., Champaign, IL 61820 (herein after collectively referred to as “the Parties”), effective as of December 9, 2024.

WHEREAS, the Parties entered into an Agreement as of June 12, 2023, which is attached to this Agreement Amendment as Appendix A;

WHEREAS, the Parties would like to extend the Agreement timeline to September 30, 2026.

NOW, THEREFORE, the Parties further agree as follows:

Agreement End Date. The Agreement is amended to extend the end date to September 30, 2026 with the end dates extended in Sections 1.a. and 2.b.i.1. from December 31, 2024 to September 30, 2026.

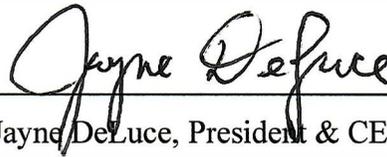
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**VISIT CHAMPAIGN COUNTY
FOUNDATION**



Steve Summers, County Executive



Jayne DeLuce, President & CEO

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE VISIT
CHAMPAIGN COUNTY FOUNDATION FOR TOURISM AND HOSPITALITY
INITIATIVE ASSISTANCE**

This Agreement is entered as of June 12, 2023, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and the Visit Champaign County Foundation (“VCCF”), with an address of 17 E. Taylor St., Champaign, IL 61820; collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including assistance to nonprofits and aid to impacted industries such as tourism, travel, and hospitality, and;

WHEREAS, VCCF is a 501(c)(3) non-profit corporation whose mission is to generate resources that support the destination experiences of people who visit, work, and live in the greater Champaign County area, and;

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with transformation and enhancement costs of Skelton Park and the Heritage Trail in Champaign.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
 - a. **“Initiative” Defined:** VCCF will conduct activities between April 20, 2023 and December 31, 2024 directly related to the transformation of Skelton Park and enhancements to the Heritage Trail in Champaign; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
 - b. **Funding:** The County will transfer ARPA funds to VCCF in an amount of up to \$150,000 to conduct the Initiative, beginning in County fiscal year 2023, according to the projected budget in Attachment 1. The transfer of funds provided to VCCF shall be made in a minimum of two installments, with first installment of up to \$100,000 and a second installment of \$50,000. In order for funds to be released, VCCF must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, detailed cost projection, and Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the second installment and final

Reporting Form shall be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to VCCF.

2. Roles and Responsibilities of VCCF.

a. Oversight

- i. VCCF agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. VCCF will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. VCCF will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: Unique Entity ID (UEI) number, Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting time period, copy of additional documentation as needed to support ARPA-funded transaction details, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, Initiative response to public health or negative economic impact due to the pandemic, Davis Bacon and Labor Reporting for capital expenditures over \$10 million. Reporting requirements will be specified by the County.
- iv. VCCF will provide to the County, upon reasonable notice, access to and the right to examine such books and records of VCCF as related to the Initiative, and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. VCCF understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. VCCF will comply with all applicable statutes, ordinances, and regulations. VCCF will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, VCCF will reimburse

the County any amount that is determined to have been spent in violation of the law.

- vii. VCCF will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Initiative and is liable for all subgrantee and partner activity related to this specific Initiative agreement.

b. Initiative

- i. Services: VCCF shall conduct activities toward development and operation of the Initiative under the following requirements:
 - 1. VCCF shall incur costs directly related to the Initiative between April 20, 2023 and December 31, 2024.
 - 2. VCCF shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the VCCF board of directors with the following responsibilities:
 - 1. Review reports and Initiative adherence.
 - 2. Approve significant changes in Initiative prior to implementation.

3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA Funds to VCCF in the amount of up to \$150,000, available beginning in 2023. The transfer of funds shall be provided to VCCF based on invoice(s), documentation, and reporting for related project costs.
 - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
 - c. The County is not responsible in any way for the operations of VCCF.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, VCCF shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if VCCF does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, VCCF will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the

Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. **Indemnity.** VCCF agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by VCCF, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**VISIT CHAMPAIGN COUNTY
FOUNDATION**

A handwritten signature in blue ink, appearing to read "S Summers", written over a horizontal line.

Steve Summers, County Executive

A handwritten signature in blue ink, appearing to read "Jayne DeLuce", written over a horizontal line.

Jayne DeLuce, President & CEO

MEMORANDUM

Date: April 26, 2023

To: Champaign County

From: Visit Champaign County Foundation

Re: Champaign County African American Heritage Trail Funding Needs

The Visit Champaign County Foundation (VCCF) thanks Champaign County for agreeing to allocate \$150,000 to support various efforts related to the Champaign County African American Heritage Trail.

We request that \$100,000 be dedicated to offsetting costs related to the development of Skelton Park into a park, plaza, and performance space that will recognize and celebrate the African American musicians with ties to the county. Additional support for this project will be provided by the City of Champaign, Champaign Park District, Champaign Rotary Club, Visit Champaign County Foundation, and Illinois Office of Tourism. An estimate of the overall construction costs for Skelton Park is provided with this memorandum.

We request that \$50,000 be dedicated to offsetting costs related to the development and installation of interpretive signage, with any remainder be dedicated as nondiscretionary funding to support various programmatic needs for the Heritage Trail. These needs may include:

- Development of educational materials;
- Development of artwork or murals;
- Developing and providing bus or walking tours;
- Enhancing the website (www.ccafricanamericanheritage.org);
- Conducting historical research, including hiring researchers;
- Maintaining, repairing, or modifying aspects of the Trail;
- Developing educational or cultural programs, which may include community workshops, guest lectures, and cultural performances; and/or
- Other needs as they arise to advance and maintain the Trail's educational, programmatic, and outreach goals.

We also respectfully request that the full \$150,000 be dispersed upfront to ensure VCCF's ability to meet the match requirement of the grant it received from the Illinois Office of Tourism.

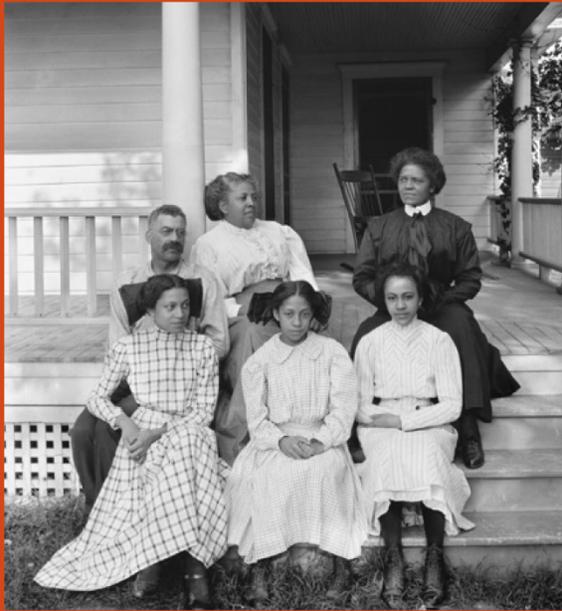
The lists below show proposed sources and amounts of funding for the Skelton Park transformation, and proposed sources and amounts of funding for general Heritage Trail enhancements.

Skelton Park Transformation: Proposed Funding Sources and Amounts

Source	Amount	Notes
Champaign County	\$100,000	
Visit Champaign County Foundation (via Illinois Office of Tourism grant)	\$100,000	Requires match funds.
City of Champaign	\$150,000	Skelton Park’s transformation includes improvements to Boneyard Creek, which will be paid for directly by the City of Champaign. We do not anticipate this contribution counting toward our match funds for the Illinois Office of Tourism grant.
Champaign Rotary Club	\$100,000	
Brick Fundraiser Donations	\$17,000 (approximate)	Fundraiser is ongoing.

General Heritage Trail Enhancements: Proposed Funding Sources and Amounts

Source	Amount	Notes
Champaign County	\$50,000	
Visit Champaign County Foundation (via Illinois Office of Tourism grant funds)	\$375,000	Requires match funds.
City of Champaign	\$100,000	
City of Urbana	\$50,000	
Busey	\$10,000	
Carle	\$10,000	
Ameren Illinois	\$10,000	
U of I Community Credit Union	\$10,000	
Spherion	\$10,000	
Champaign-Urbana Public Health District	\$5,000	
Miscellaneous Donors	\$16,000 (approximate)	Donations are ongoing.



**CHAMPAIGN COUNTY
African American Heritage Trail**

Champaign County Board Meeting
April 20, 2023

Trail Leadership



Angela Rivers

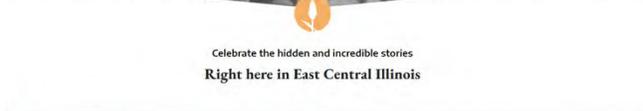
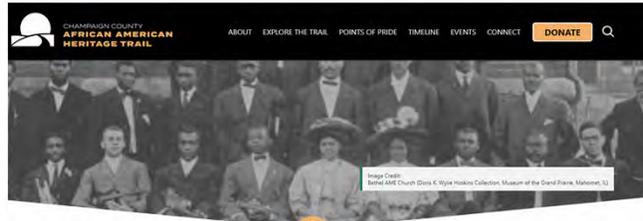


Barbara Suggs Mason

www.CCAfricanAmericanHeritage.org

Website

www.CCAfricanAmericanHeritage.org



Celebrate the hidden and incredible stories
Right here in East Central Illinois

Champaign County African American Heritage Trail

Discover over 170 years of rich cultural history and building community. Through Reconstruction and the Great Migration, through the Depression and two world wars, through the Civil Rights era right up to the present day, learn the powerful stories of African Americans who directly shaped the place we call home.

The mission is to educate today's residents and visitors about the rich cultural history of a people whose stories have been largely

Explore the Trail

Discover over 170 years of African American history in Champaign County, from historic churches to self-made individuals, you'll discover powerful stories of African Americans and the rich history of building community in Champaign County.

Note: Trail stops with a physical location will feature a 📍 in their description. The remaining share detailed history relevant to people, places, and significant events that shaped Champaign County but do not have a physical location to visit. At this time, we encourage those who would like to explore the Trail in person to use the map below to schedule self-guided walking or driving tours to locations of interest. In addition to using the map below, you can find lots of sites for [Champaign, Urbana, and Utopia](#).

The historical references currently provided are a small sampling of what will be included on the Champaign County African American Heritage Trail. The organizing committee is currently curating additional significant historical events, places, and people that will be featured as the Trail continues to be developed.

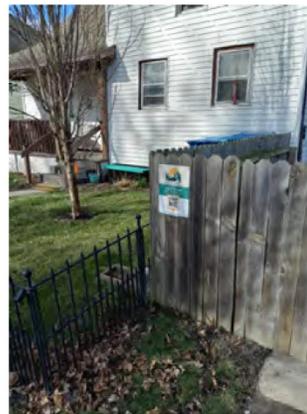


Wiley & Frances Jones

Wiley Jones came to Homer from Decatur, Georgia, after the Civil War with William C. Carter. Jones would run a Barber Shop for years in Homer; was a trustee of the Homer Savings and Loan Association, and was nominated to serve on the Village Board several times. In 1877, Wiley Jones and Mrs. Fannie Robertson Morgan were married at the home of Rev. Whitlock, Kansas died in 1914 and Wiley Jones died in 1919 in a fire while lighting his stove. Wiley and Fannie are buried in the Homer G.A.R. Cemetery.

www.CCAfricanAmericanHeritage.org

Interpretive Signage



www.CCAfricanAmericanHeritage.org

Immersive and Interactive Components



Murals



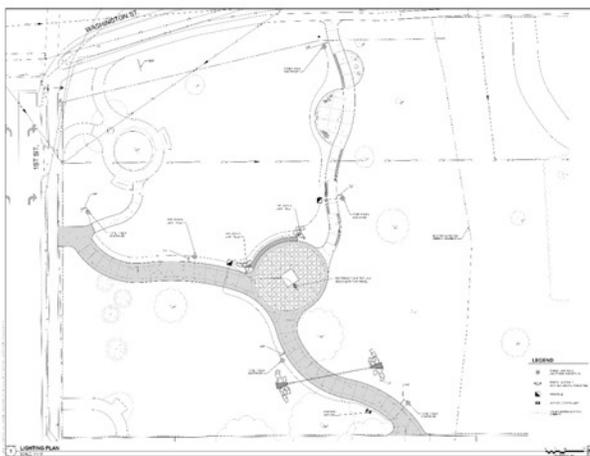
Bus Tours



Education

www.CCAfricanAmericanHeritage.org

Skelton Park Transformation



www.CCAfricanAmericanHeritage.org

Skelton Park Transformation



www.CCAfricanAmericanHeritage.org

Trail Partners for Skelton Park

- Illinois Office of Tourism
- Visit Champaign County Foundation
- Champaign Park District
- City of Champaign
- Rotary Club of Champaign



www.CCAfricanAmericanHeritage.org

Media Coverage

Skelton Park will be transformed to a park plaza honoring African American musicians

Julie McClure February 14, 2023 - 12:10pm

Champaign's Skelton Park transformation underway, donations needed

By: Noah Nelson
Posted: Feb 16, 2023 / 01:49 PM CST
Updated: Feb 16, 2023 / 06:58 PM CST

Skelton Park

Big plans brewing for northeast Champaign's Skelton Park

By DEBRA PRESSEY dpressey@news-gazette.com Feb 16, 2023



Smile Politely



The News-Gazette

www.CCAfricanAmericanHeritage.org

**SKELTON PARK IMPROVEMENTS
ESTIMATED CONSTRUCTION COSTS FOR CITY IGA SUBMITTAL**

3/23/2023

ALL BID ALTS ARE DEDUCTIVE AND SAVINGS GO TO PARK DISTRICT															
PAY ITEM NO.	SP	REF. IDOT ITEMNO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	CITY QUANTITY	CITY COST	BID ALT. 1 OMT NORTH SIDEWALK		BID ALT. 2 OWNER FURNISH MUSIC EQUIP.		BID ALT. 3 OMT MULCH, SEEDING, TREES	
										QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
			GENERAL												
A.1	X		CONSTRUCTION FENCING	L.SUM	1	4,000.00	4,000.00	0.33	1,320.00						
A.2	X	Z0013798	CONSTRUCTION LAYOUT	L.SUM	1	5,000.00	5,000.00	0.33	1,650.00	(0.30)	(1,500.00)				
A.3	X		MATERIAL TESTING	L.SUM	1	3,500.00	3,500.00	0.33	1,155.00	(0.30)	(1,050.00)				
							SUBTOTAL GENERAL								
							\$ 12,500.00		\$ 4,125.00		\$ (2,550.00)		\$ -		\$ -
			CIVIL (SITE)												
C.1		20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	70.00	840.00	12	840.00						
C.2	X	20200100	EARTH EXCAVATION	CU YD	660	45.00	29,700.00	660	29,700.00						
C.3		20400100	BORROW EXCAVATION	CU YD	230	35.00	8,050.00								
C.4	X	28000315	AGGREGATE DITCH CHECKS	LF	20	40.00	800.00	6.6	264.00						
C.5		28000400	PERIMETER EROSION BARRIER	FOOT	500	6.50	3,250.00	165	1,072.50						
C.6		28000500	INLET AND PIPE PROTECTION	EACH	1	220.00	220.00	0.33	72.60						
C.7	X	54213681	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	2	4,200.00	8,400.00	2	8,400.00						
C.8	X	550A0160	STORM SEWERS, CLASS A, TYPE 1 36"	FOOT	40	220.00	8,800.00	40	8,800.00						
C.9		59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	10	160.00	1,600.00	10	1,600.00						
C.10		67100100	MOBILIZATION	L.SUM	1	19,000.00	19,000.00	0.33	6,270.00						
							SUBTOTAL CIVIL								
							\$ 80,660.00		\$ 57,019.10		\$ -		\$ -		\$ -
			LANDSCAPE												
L.1	X	21101505	TOPSOIL EXCAVATION AND PLACEMENT (TURF-6", NATIVES-12", BEDS-12")	CU YD	433	30.00	12,990.00								
L.2	X		TURF TYPE FESCUE SEEDING	SQ YD	2,550	0.50	1,275.00							(2,550.00)	(1,275.00)
L.3.1	X		3" MULCH	CU YD	1	150.00	150.00							(1.00)	(150.00)
L.3.2	X		DECOMPOSED GRANITE MULCH	SQ FT	86	5.00	430.00							(86.00)	(430.00)
L.4			TREE MECHANICAL SPADE - RELOCATION	EACH	7	1,200.00	8,400.00							(7.00)	(8,400.00)
L.5.1	X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SQ FT	1,745	10.00	17,450.00	392	3,920.00	(1,353.00)	(13,530.00)				
L.5.2	X	42400410	PORTLAND CEMENT CONCRETE SIDEWALK, 8"	SQ FT	1,363	12.00	16,356.00	1,185	14,220.00						
L.6	X		STAMPED, COLORED CONCRETE PAVING, 8"	SQ FT	910	15.00	13,650.00	137	2,055.00						
L.7	X		STONE OUTCROPS	EACH	10	400.00	4,000.00								
L.8	X		NATURAL STONE SEAT WALL WITH PRECAST CONCRETE CAP	LF	31	700.00	21,910.00								
L.9	X		PIPE END TREATMENT	EACH	2	3,000.00	6,000.00	2	6,000.00						
L.10	X		CONCRETE PUNTH AND STATUE INSTALL	EACH	1	20,000.00	20,000.00								
L.11.1	X		MUSICAL EQUIPMENT - KUNDU DRUM	EACH	1	5,355.00	5,355.00			(1.00)	(5,355.00)	(0.37)	(1,963.50)		
L.11.2	X		MUSICAL EQUIPMENT - KETTLE DRUM	EACH	1	5,355.00	5,355.00			(1.00)	(5,355.00)	(0.37)	(1,963.50)		
L.11.3	X		MUSICAL EQUIPMENT - GOBLET DRUM	EACH	1	5,355.00	5,355.00			(1.00)	(5,355.00)	(0.37)	(1,963.50)		
L.11.4	X		MUSICAL EQUIPMENT - ANIMATO CHIMES	EACH	1	17,055.00	17,055.00			(1.00)	(17,055.00)	(0.37)	(6,253.50)		
L.11.5	X		MUSICAL EQUIPMENT - GRANDIOSO CHIMES	EACH	1	25,170.00	25,170.00			(1.00)	(25,170.00)	(0.37)	(9,229.00)		
L.11.6	X		MUSICAL EQUIPMENT - VIVO CHIMES	EACH	1	17,505.00	17,505.00			(1.00)	(17,505.00)	(0.37)	(6,418.50)		
L.12	X		DONOR PAYER PAVEMENT	SQ FT	70	40.00	2,800.00			(70.00)	(2,800.00)				
L.13	X		MONUMENT RELOCATION	L.SUM	1	800.00	800.00	1	800.00						
							SUBTOTAL LANDSCAPE								
							\$ 202,014.00		\$ 26,995.00		\$ (92,125.00)		\$ (27,791.50)		\$ (10,255.00)
			ELECTRICAL												
E.1	X	80400100	ELECTRIC SERVICE INSTALLATION	EACH	1	4,500.00	4,500.00								
E.2	X	81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2-IN	FOOT	420	18.00	7,560.00	179	3,222.00	(117.00)	(2,106.00)				
E.3	X	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	1	1,300.00	1,300.00								
E.4	X	81702130	ELECTRICAL CABLE IN CONDUIT, 600V (XLP - TYPE USE) 1/2 NO. 6	FOOT	2,024	3.50	7,084.00	1,415	4,952.50	(387.00)	(1,354.50)				
E.5.1	X		LIGHT POLE TYPE P	EACH	6	9,500.00	57,000.00	4	38,000.00	(2.00)	(19,000.00)				
E.5.2	X		LIGHT POLE TYPE S	EACH	2	14,000.00	28,000.00								
E.6	X	X8250505	LIGHTING CONTROLLER, BASE MOUNTED, 240 VOLT, 100 AMP	EACH	1	14,500.00	14,500.00								
E.7	X	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	54	850.00	45,900.00	24	20,400.00	(12.00)	(10,200.00)				
E.8	X		PUNTH RECEPTACLE	EACH	1	1,450.00	1,450.00								
							SUBTOTAL ELECTRICAL								
							\$ 167,294.00		\$ 66,574.50		\$ (32,660.50)		\$ -		\$ -
TOTAL CONSTRUCTION COST							\$ 462,468.00		\$ 154,713.60		\$ (127,335.50)		\$ (27,791.50)		\$ (10,255.00)