

**INTERGOVERNMENTAL AGREEMENT FOR HEALTH AND WELLNESS FACILITY
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE URBANA
PARK DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Urbana Park District (“District”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

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(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including community violence interventions and services or programs to increase long-term housing security; and

WHEREAS, the District is a municipal corporation in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting community violence interventions.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The purpose of this Agreement is for the County to provide ARPA Funds to the District in assisting the establishment of a health and wellness facility in Urbana that will provide services and recreational space for the community, thereby decreasing factors that may lead to community violence.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$500,000.00 to the District for establishment of a health and wellness facility.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. The District will establish a health and wellness facility, as detailed in Attachment 1.
- B. The project must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$500,000.
- D. The District must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to the District in an amount up to \$500,000 in support of this assistance, available beginning in County fiscal year 2023. The transferred funds shall be provided to the District based on invoice(s) for related project costs. A Risk Assessment Form, copy of the invoice and documentation of related project costs, and Reporting Form shall be submitted by the District to the County prior to the first payment. If multiple payments are needed, the District shall submit a copy of invoice and related documentation, along with submission of a Reporting Form to the County for each payment thereafter, with a maximum amount of \$500,000. The County shall provide the Risk Assessment Form and Reporting Form templates to the District.

Section 4. Roles and Responsibilities of the District: The District agrees to adhere to funding requirements and provide information needed that include the following:

- A. The District will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. The District will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

- C. The District will establish a health and wellness facility with ARPA Funds in accordance with Section 3.
- D. The District 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, location of project; number of individuals/households served by the project; population categories served by the project; project funding sources and amounts; project expenditure details; project scope and purpose; details regarding how the project responds to public health related or negative economic impacts of the pandemic; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million.
- E. The District will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the District. The District will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, 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. The District understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- G. The District will comply with all applicable statutes, ordinances, and regulations. The District will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, the District will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to the District in an amount up to \$500,000 in support of this assistance. The transferred funds shall be provided to the District based

on project invoices and documentation. A Risk Assessment Form, Reporting Form, and project documentation shall be submitted by the District to the County prior to the first payment; followed by documentation and Reporting Form for remaining payment(s). The County shall provide the Risk Assessment Form and Reporting Form templates to the District.

- 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.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the District shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the District does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, the District will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. 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.

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

**THE COUNTY OF CHAMPAIGN,
ILLINOIS**

By: SP Summer

Date: March 24, 2023

ATTEST: Megan Robinson

APPROVED AS TO FORM:

Peter M. Ladwein

URBANA PARK DISTRICT

By: [Signature]

Date: 5/9/23

ATTEST: Timothy A. Bartlett

APPROVED AS TO FORM:

Matt [Signature]



Project Details

The Health & Wellness Center will be a signature Urbana Park District facility, and is part of a larger destination park development in east Urbana to increase park equity. Key site features include:

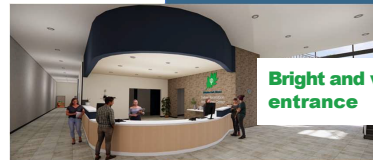
1. Expanded Parking Lot
2. Vehicular Accessible Pavilion
3. Nature Themed Splash Pad
4. Nature Themed Playground
5. Half-court Basketball Court
6. Multi-use Trailways
7. Nature Pavilion
8. Native Prairie
9. Naturalized Stormwater Management



Project Details

The goal of the Urbana Park District's Health & Wellness Center is to offer a **welcoming and motivating environment that safely engages and benefits everyone in our community** on the journey to better health and wellness and creates an impact lasting well beyond the ARPA funds:

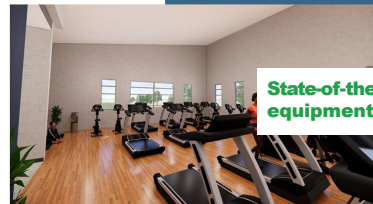
- Significant expansion upon offerings at Brookens Gym
- Physical community asset for decades to come
- Sustained management and operation through integration into existing portfolio of UPD parks and facilities
- Transformation of Urbana through violence reduction and increased individual and community Health & Wellness



Bright and welcoming entrance



Full court basketball courts & elevated walking track



State-of-the-art fitness equipment



Community room for education and workshops

You Belong Here

Increasing Access and Opportunity

- Signature recreation facility incorporated into a signature park in east Urbana
- Youth access through scholarships and community partnerships
- Job opportunities for local youth in our community
- Community meeting space – a hub for our partner organizations that are working to address community health and violence



Costs and Funding

Project Cost

Construction Cost as provided by CORE from bid solicitations	\$ 12,331,464.00
3% Design and Construction Contingency	\$ 369,943.92
Architect, Engineer, Construction Manager, Furnishings, Equipment	\$ 1,937,215.00
TOTAL	\$ 14,638,622.92

UPD Funds:

Bond Reissue	\$ 3,056,861.00
Donations and Pledges	\$ 1,764,457.00
2019 CIB HW	\$ 26,175.00
Fund Balance Transfer	\$ 1,000,000.00
PARC Grant	\$ 2,500,000.00
DCEO	\$ 3,000,000.00
Total (secured)	\$ 11,347,493.00

Additional Anticipated Funds

City of Urbana ARPA	\$ 2,000,000.00
Total Secured	\$ 2,000,000.00
Total Anticipated funds as of 2/20/23	\$ 13,347,493.00

Funding Gap

Project Budget less Secured Funding	\$ (1,291,129.92)
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Project Timeline



Project Bidding Period
February 13, 2023 – March 14, 2023

Bid Review and Recommendation
March 14, 2023 – March 23, 2023

Final Board Approval
March 28, 2023

Groundbreaking
May 6, 2023

Project Completion
Fall 2024

Thank You

We are exceedingly grateful for your consideration of our request for American Rescue Plan Act funds in support of the Health & Wellness Center.

Your support will have a significant impact in our community that will be felt for decades to come.

Thank you again for your consideration and for all you do to promote the holistic wellness and vitality of our community.



Urbana Park District Health & Wellness Center Budget and Funding Sources

March 2023

<u>Project Cost</u>			
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Total Secured			\$ 2,000,000.00
Total Anticipated funds as of 2/20/23			\$ 13,347,493.00
<u>Funding Gap</u>			
Project Budget less Secured Funding			\$ (1,291,129.92)
County ARPA?			\$ 500,000.00
			\$ (791,129.92)