

RESOLUTION NO. 2023-05-060R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ARPA SUB RECIPIENT AGREEMENT
(URBANA SCHOOL DISTRICT 116: ALTERNATIVE EDUCATION)**

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Urbana School District Alternative Education* by Urbana School District 116 was allocated \$814,375 as part of the ARPA Concept Plan Project List.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$814,375 in ARPA SLFRF funds, for the purpose of *Urbana School District Alternative Education*, performed by Urbana School District 116, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

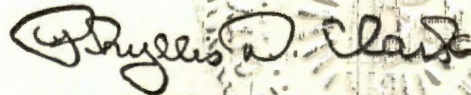
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 22nd day of May, 2023.

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

NAYS: None

ABSTENTIONS: None

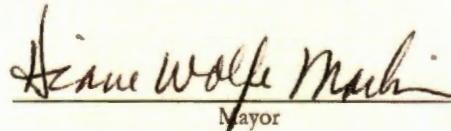


A handwritten signature in cursive script, reading "Phyllis D. Clark".

Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 6th day of June, 2023.



A handwritten signature in cursive script, reading "Anne Wolfe Mack".

Mayor

**INTERGOVERNMENTAL AGREEMENT FOR
THE URBANA SCHOOL DISTRICT ALTERNATIVE EDUCATION CENTER
BETWEEN THE CITY OF URBANA AND URBANA SCHOOL DISTRICT #116**

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois (“City”) and the Urbana School District #116 (hereinafter 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 City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the City 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 respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Urbana School District #116 is a school district in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing an alternative education center to Urbana youths.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that improving accessibility of public recreation space and youth programming, increasing support for community violence interventions, and increasing job training and placement opportunities are important. The purpose of this Agreement is for the City to provide ARPA Funds to Urbana School District #116 for the Urbana School District Alternative Education Center.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to \$814,375 to Urbana School District #116 for the Urbana School District Alternative Education Center.

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

- A. Urbana School District #116 shall conduct activities for the Urbana School District Alternative Education Center, as detailed in Attachment A.
- B. The project must occur between April 1st, 2023 and December 20th, 2025.
- C. The maximum amount of assistance from this Agreement shall be \$814,375.
- D. Urbana School District #116 must provide reporting information to the City as required in Section 4.
- E. The City shall transfer ARPA Funds to Urbana School District #116 in an amount up to \$814,375 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Urbana School District #116 on a quarterly reimbursement basis, based on invoice(s) for alternative education center activities. A Risk Assessment Form, copy of the invoicing and documentation for alternative education center activities, and Reporting Form shall be submitted by Urbana School District #116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Urbana School District #116 shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Urbana School District #116 to the City for each additional payment, with a maximum total amount of \$814,375. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District #116.
- F. Urbana School District #116 shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

Section 4. Roles and Responsibilities of Urbana School District #116: Urbana School District #116 agrees to adhere to funding requirements and provide information needed that include the following:

- A. Urbana School District #116 shall 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. Urbana School District #116 shall 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. Urbana School District #116 shall complete the Urbana School District Alternative Education Center with ARPA Funds in accordance with Section 3.
- D. Urbana School District #116 shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.
- E. Urbana School District #116 shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Urbana School District #116. Urbana School District #116 shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the City 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. Urbana School District #116 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. Urbana School District #116 shall comply with all applicable statutes, ordinances, and regulations. Urbana School District #116 shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Urbana School District #116 shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

- G. The City shall provide ARPA Funds to Urbana School District #116 in an amount up to \$814,375 in support of this assistance. The transferred funds shall be provided to Urbana School District #116 in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for costs associated with the Urbana School District Alternative Education Center, and Reporting Form shall be submitted by Urbana School District #116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District #116. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.
- H. The City 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 and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Urbana School District #116 unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Urbana School District #116 shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Urbana School District #116 does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Urbana School District #116 shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted

quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Urbana School District #116. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

Section 9. 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 10. 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 CITY OF URBANA, ILLINOIS

URBANA SCHOOL DISTRICT #116

By: *Deane Wolfe Mack*

By: *Jennifer Fay*

Date: 6/20/2023

Date: June 20, 2023

ATTEST: *Doug E. [Signature]*

ATTEST: *Linda Johnson*

APPROVED AS TO FORM:

APPROVED AS TO FORM:
