

RESOLUTION NO. 2023-04-018R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ARPA SUB RECIPIENT AGREEMENT
(THE URBANA FREE LIBRARY)**

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 U.S. Treasury's *Final Rule* for the purpose 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 subrecipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Community Connections Youth Programming Specialist* by The Urbana Free Library was allocated \$173,596 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 \$173,596 in ARPA SLFRF funds, for the purpose of *Community Connections Youth Programming Specialist*, performed by The Urbana Free Library, 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.

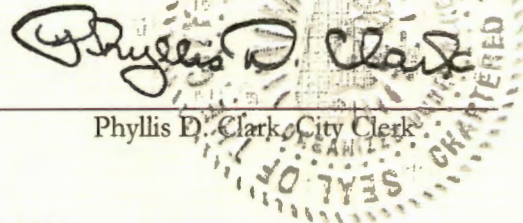
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 24th day of April, 2023.

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

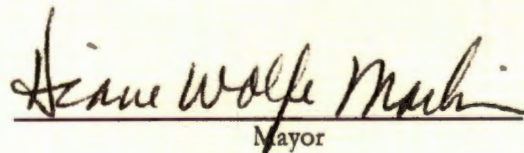
NAYS: None

ABSTENTIONS: None



Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 2nd day of May, 2023.



Mayor

**INTERGOVERNMENTAL (SUBRECIPIENT) AGREEMENT
BETWEEN THE CITY OF URBANA AND THE URBANA FREE LIBRARY
FOR COMMUNITY CONNECTIONS YOUTH PROGRAMMING SPECIALIST**

THIS INTERGOVERNMENTAL (SUBRECIPIENT) AGREEMENT (“Agreement”) is made and entered by and among the City of Urbana, Illinois (“City”) and The Urbana Free Library (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 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, The Urbana Free Library is a municipal corporation in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in the hiring of a Community Connections Youth Programming Specialist.

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 are important. The purpose of this Agreement is for the

City to provide ARPA Funds to The Urbana Free Library for a Community Connections Youth Programming Specialist.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount up to \$173,596 to The Urbana Free Library for Community Connections Youth Programming Specialist.

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 Urbana Free Library will conduct activities for Community Connections Youth Programming Specialist, as detailed in Attachment A.
- B. The project must occur between April 1st, 2023 and December 31st, 2026.
- C. The maximum amount of assistance from this Agreement shall be \$173,596.
- D. The Urbana Free Library must provide reporting information to the City as required in Section 4.
- E. The City will transfer ARPA Funds to The Urbana Free Library in an amount up to \$173,596 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to The Urbana Free Library on a quarterly reimbursement basis, based on invoice(s) for personnel costs. A Risk Assessment Form, copy of the invoicing and documentation for personnel costs, and Reporting Form shall be submitted by The Urbana Free Library to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, The Urbana Free Library shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by The Urbana Free Library to the City for each additional payment, with a maximum total amount of \$173,596. The City shall provide the Risk Assessment Form and Reporting Form templates to The Urbana Free Library.
- F. Urbana Free Library shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

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

- A. The Urbana Free Library 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. The Urbana Free Library 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. The Urbana Free Library shall complete the Scope of Services in Attachment A with ARPA Funds in accordance with Section 3.
- D. The Urbana Free Library shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information will 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 Final Rule) served by the project.
- E. The Urbana Free Library shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of The Urbana Free Library. The Urbana Free Library will 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. The Urbana Free Library 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 Urbana Free Library shall comply with all applicable statutes, ordinances, and regulations. The Urbana Free Library 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, The Urbana Free Library shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

- A. The City shall provide ARPA Funds to The Urbana Free Library in an amount up to \$173,596 in support of the Scope of Services. The transferred funds shall be provided to The Urbana Free Library in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Community Connections Youth Programming Specialist, and Reporting Form shall be submitted by The Urbana Free Library 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 The Urbana Free Library. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.
- B. 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 Free Library unless the City directs otherwise in a writing.

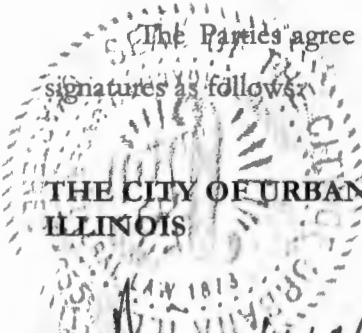
Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, The Urbana Free Library shall provide to the City an accounting of the ARPA Funds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

The Urbana Free Library

By: *Gene Wolfe Martin*

By: *Jessica Lauren Chambers*

Date: 05/18/2023

Date: 5/23/2023

ATTEST: *Gay*

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State of Illinois
County of Champaign

Signed / Acknowledged before me on

May 23, 2023 by Jessica Lauren Chambers

Paige L. McQuigg



Attachment A Scope of Services

Section 1. Summary

Project Summary

The Urbana Free Library provides outreach and programming to support literacy, personal growth, and community and cultural engagement, which support lifelong success. The Library requests ARPA funds to hire a full-time bilingual programming specialist who will focus on youth programming and community outreach to provide long-term benefits, especially for youth who have been impacted by the pandemic. The specialist will be responsible for three to four youth programs or outreach events a week, totaling 150-200 events a year. Grant funds will pay wages and benefits. The impacted and disproportionately-impacted groups that will benefit from this project are youth (birth-18), those living in areas identified as socially vulnerable, and immigrant youth who speak the same languages as the programming specialist. The programming specialist will increase the accessibility of youth programming by:

- Increasing the number of accessible youth programs. All of the Library's programs are free and open to the public, and free programs are more accessible to the community.
- Seeking out programming and outreach opportunities in areas the City identified as socially vulnerable.
- Speaking English and either Spanish, French, or Chinese — three languages that are commonly spoken in this area. This will increase the accessibility of youth programs to non-English speakers by offering more programs in multiple languages.

Key Objectives and Measurable Outcomes

- Number of programs and events run or assisted by position
- Attendance at events and programs
- Number of community partners involved in programming
- Number of programs held in areas of social vulnerability
- Attendee satisfaction

Project Start Date: April 1, 2023

Project Completion Date: December 31, 2026

ARPA Funding

\$173,596

Changes from submitted application, and project specific conditions, if any.

The award provided is approximately 47% of the amount requested in the application. This difference will be accounted for by reducing the expected amount of time for which the position can be funded and adjusting the wage rate. The staff person's experience will affect their starting pay, and at the highest starting wage the recipient anticipates paying, \$173,596 will cover at least 2.5 years

**Attachment A
Scope of Services**

of the position as listed in the amended project budget and timeline below. The project budget and anticipated timeline will change depending upon the person's starting rate of pay.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April-June)	\$ -	\$ -	\$ -	-	\$ -
2023 Q3 (July-Sept)	\$ 14,663.82 - Personnel	\$ 14,663.82 - Personnel	\$ 14,663.82	Reimbursement	\$ 14,663.82
2023 Q4 (Oct-Dec)	\$ 14,663.82 - Personnel	\$ 14,663.82 - Personnel	\$ 14,663.82	Reimbursement	\$ 29,327.64
2024 Q1 (Jan-Mar)	\$ 15,976.19 - Personnel	\$ 15,976.19 - Personnel	\$ 15,976.19	Reimbursement	\$ 45,303.82
2024 Q2 (April-June)	\$ 15,976.19 - Personnel	\$ 15,976.19 - Personnel	\$ 15,976.19	Reimbursement	\$ 61,280.01
2024 Q3 (July-Sept)	\$ 17,330.78 - Personnel	\$ 17,330.78 - Personnel	\$ 17,330.78	Reimbursement	\$ 78,610.79
2024 Q4 (Oct-Dec)	\$ 17,330.78 - Personnel	\$ 17,330.78 - Personnel	\$ 17,330.78	Reimbursement	\$ 95,941.58
2025 Q1 (Jan-Mar)	\$ 17,162.03 - Personnel	\$ 17,162.03 - Personnel	\$ 17,162.03	Reimbursement	\$ 113,103.61
2025 Q2 (April-June)	\$ 17,162.03 - Personnel	\$ 17,162.03 - Personnel	\$ 17,162.03	Reimbursement	\$ 130,265.64
2025 Q3 (July-Sept)	\$ 18,625.00 - Personnel	\$ 18,625.00 - Personnel	\$ 18,625.00	Reimbursement	\$ 151,852.88
2025 Q4 (Oct-Dec)	\$ 18,625.00 - Personnel	\$ 18,625.00 - Personnel	\$ 18,625.00	Reimbursement	\$ 170,477.87
2026 Q1 (Jan-Mar)	\$ 3,118.13 - Personnel	\$ 3,118.13 - Personnel	\$ 3,118.13	Reimbursement	\$ 173,596.00

**Attachment A
Scope of Services**

2026 Q2 (April-June)	\$ -	\$ -	\$ -	Reimbursement	\$ 173,596.00
2026 Q3 (July-Sept)	\$ -	\$ -	\$ -	Reimbursement	\$ 173,596.00
2026 Q4 (Oct- Dec)	\$ -	\$ -	\$ -	Reimbursement	\$ 173,596.00

Section 2. Additional Project Information

1. Executive Summary, attached hereto
2. Submitted Application, attached hereto
3. City Council Presentation, 12/15/22 #37 [[Link](#)] and slides, attached hereto