

## **AN INTERGOVERNMENTAL AGREEMENT CREATING THE PEORIA HEALTH EQUITY FUND**

THIS AGREEMENT, is entered into as of the 12th day of May, 2022 by and between the City of Peoria, Illinois, a municipal corporation (hereinafter referred to as the "City"), the County of Peoria, a body politic incorporated (hereinafter referred to as the "County") and the Peoria County Board of Health by and through the Peoria City/County Health Department (herein referred to as the "Health Department").

WHEREAS, the City and the County are recipients of funds from the United States Department of the Treasury (hereinafter referred to as the "Treasury"), as administrator of the American Rescue Plan Act of 2021 (hereinafter referred to as "ARPA") funds; and

WHEREAS, the City, County, and Health Department agree that social determinants of public health exist; and

WHEREAS, the social determinants of public health are equity-based issues of that include, but are not limited to: education access and quality, health care access and quality, neighborhood and build environment, social and community context, and economic stability; and

WHEREAS, the City and County have created the Joint Commission on Racial Justice and Equity to study, solicit community input, and develop strategic plans for how best to first reduce and then eliminate the social determinants of public health from the community; and

WHEREAS, the City, County, and Health Department, after reviewing the final guidance published by the Treasury, have determined that funding activities associated with eliminating the social determinants of public health are eligible expenditures under the Treasury guidance; and

WHEREAS, the City, County, and Health Department have determined the most effective way to fund these activities is to create a Peoria Health Equity Fund (hereinafter referred to as the "Fund"); and

WHEREAS, the City, County, and Health Department have determined supporting activities by the Fund should be grounded in evidence-based practices and is the best way to support sustained and integrated improvements in public health outcomes; and

WHEREAS, the City, County, and Health Department are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

**I. THE PARTIES.**

In this Agreement, each of the following shall be a "Party", and collectively shall be the "Parties":

- A. The City of Peoria, a municipal corporation (hereinafter "City"),
- B. The County of Peoria, a body politic incorporate (hereinafter "County"),
- C. The Peoria County Board of Health (hereinafter "Health Department")

**II. SCOPE OF SERVICES.**

The Parties agree that the following activities shall be the scope of services covered by this Agreement and eligible for distribution from the Fund:

- A. **Activity 1:** The City, County and Health Department mutually agree to establish the Peoria Health Equity Fund (the Fund). The Fund's purpose is to support sustained and integrated improvements in public health outcomes and the social determinants of public health through grantmaking opportunities to a wide variety of programs provided by community partners and service providers using evidence-based practices.
- B. **Activity 2:** The City, County, and Health Department mutually agree to establish criteria on eligible grant opportunities that align with eligible funding as defined by the Treasury's final rule on the use of ARPA funds. The criteria shall include, but not be limited to: range of annual funding, eligible populations served, types of programming, scoring metrics, and baseline outcome reporting.
- C. **Activity 3:** The Health Department shall provide administrative oversight of the Fund, including coordination with grantees; reporting to both Peoria County Board and Peoria City Council; and providing reporting for Treasury requirements.

**III. GENERAL ADMINISTRATION.**

In accordance with **Activity 3**, above, the Health Department shall provide all general administrative services in the execution of this Agreement. These include program supervision, accounting, and other supportive services.

- A. **National Objective:** All activities funded with ARPA funds must meet any of the following:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
  2. Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
  3. Support immediate economic stabilization for households and businesses.
  4. Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.
- B. Subcategories Within Public Health and Negative Economic Impacts. The Treasury's final rule establishes three (3) subcategories within the public health and negative economic impacts of the pandemic. They are as follows herein. This Agreement and the Fund shall primarily focus on the third subcategory.
1. Public health efforts to slow the spread the disease.
  2. Support a strong economic recovery.
  3. Addressing the disparities in health and economic outcomes in underserved communities.
- C. Final Rule Capital Expenditure Clarification. The Treasury's final rule establishes when and how ARPA funds may be used for capital expenditures. The final rule also broadens the scope of responses for households and communities that are "impacted" or "disproportionately impacted" to include certain community development and neighborhood revitalization.

#### **IV. TERM.**

The term of this Agreement shall commence upon adoption by all the Parties and shall expire on the later of either of the following:

- A. All monies appropriated into the Fund by the City and County have been exhausted with all reporting requirements to the Treasury have been satisfied; or
- B. January 1, 2027.

#### **V. FUND FINANCIALS.**

- A. FY2022 Appropriation. In their Fiscal Year 2022, the City and County have both appropriated Six Hundred Thousand Dollars (\$600,000) of their ARPA allocation for the purposes of this Agreement and the Fund.

- B. Future Fiscal Year Appropriations. By virtue of this Agreement, the City and County mutually agree and commit to both appropriate a minimum of Six Hundred Thousand Dollars (\$600,000) of their ARPA allocation in their Fiscal Years 2023, 2024, and 2025 into the Fund.
- C. Fund Expenditures. In accordance with the Treasury's final rule, the Health Department, by virtue of and under the terms of this Agreement, agrees to expend the entire appropriation prior to the expiration of this Agreement.
- D. Financial Management. The Health Department agrees to have financial management systems that meet the standards of 2 CFR Part 200.
- E. Audit and Inspection of Records.
  - 1. Financial Auditing of the Fund shall be covered by the County's Schedule of Expenditures of Federal Awards (the Single Audit), annually.
  - 2. At any time, the City or County may request an audit of the Health Department's records with respect to any matters covered by this Agreement, and the Health Department shall make available.

**VI. FUND ADMINISTRATION.**

- A. Records to be Maintained. The Health Department shall maintain all records required by Federal regulations, specified in 24 CFR Part 570, that are pertinent to the project and the eligible costs to be funded under this Agreement. Such records shall include, but not be limited to:
  - 1. Records providing a full description of the project.
  - 2. Records required to document the eligibility of costs.
  - 3. Records required to document the eligibility of activities.
  - 4. Records demonstrating that the project meets the property standards of the County, City, State and Federal requirements.
- B. Records Retention. The Health Department shall retain all records pertinent to expenditures and activities under this Agreement for a period of five (5) years after the expiration of the. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the action and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

**VII. GENERAL CONDITIONS.**

- A. Amendments. This Agreement may be amended subject to the ratification by the City Council, County Board, and Board of Health.
- B. Conflict of Interest. The Health Department understands and agrees that no person, who is an employee, agent, consultant, or officer of the Health Department may obtain an interest, financial or otherwise, or benefit from a ARPA assisted activity or have any interest in any contract, subcontract, or agreement with respect to any ARPA assisted activity pursuant to 24 CFR 570.611. This prohibition applies to employees, agents, consultants, or officers of the Health Department or those with whom they have family or business ties during their entire employment/business relationship with the Health Department and for one (1) year after the expiration of their employment/business relationship with the Health Department.
- C. Nondiscrimination. The Health Department will not discriminate against anyone because of race, color, creed, religion, sexual orientation, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to both grantees and persons that will be served by a program or service provided by a grantee. Health Department will take affirmative action to ensure that all practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Health Department agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- D. Religious Organization. The Health Department agrees that the Fund provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR Part 570.200.
- E. Severability. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**VIII. NOTICES.**

Notices shall be in writing and shall be served (a) by personal delivery; or by certified mail, return receipt requested to the following:

CITY  
City Manager  
City Hall  
419 Fulton Street, Suite 203  
Peoria, IL 61602

PEORIA CITY/COUNTY HEALTH DEPARTMENT  
Public Health Administrator  
Peoria City/County Health Department  
2116 Sheridan Road  
Peoria, IL 61604

COUNTY  
County Administrator  
Peoria County Courthouse  
324 Main Street, Room 502  
Peoria, IL 61602

**CITY OF PEORIA, ILLINOIS**

By:  \_\_\_\_\_  
City Manager

**COUNTY OF PEORIA, ILLINOIS**

By:  \_\_\_\_\_  
County Administrator

**PEORIA COUNTY BOARD OF HEALTH**

By:  \_\_\_\_\_  
Public Health Administrator