

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND CRIME STOPPERS OF CHAMPAIGN
COUNTY, INC. FOR REWARD PROGRAMS ASSISTANCE**

This Service Provider Agreement (“Agreement”) is entered as of June 3, 2022, by and between Crime Stoppers of Champaign County, Inc. (“Crime Stoppers”), with an address of P.O. Box 814, Champaign, IL 61820 and the County of Champaign (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802, 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”);

WHEREAS, The County is authorized by Sections 602 and 603 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, and address community violence interventions; including providing assistance to nonprofit organizations, including the organization’s programs and services, 31 CFR 35.6 (effective April 1, 2022);

WHEREAS, Crime Stoppers is a 501(c)(3) non-profit corporation that provides a means for citizens to anonymously report criminal activity to the police, designed to reduce the amount of crime and the number of unsolved crimes in Champaign County;

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting community violence interventions via anonymous crime reporting with rewards in Champaign County, hereby named, “Reward Programs.”

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for funding Reward Programs through the following understanding:
 - a. **Reward Programs:** Crime Stoppers will provide cash rewards between June 3, 2022 and December 31, 2024 for anonymous tips regarding crimes in Champaign County; with proposed program budget included in Appendix 1.
 - b. **Funding:** The County will transfer ARPA funds to Crime Stoppers in an amount of up to \$100,000 in support of this assistance beginning in County fiscal year 2022, with a maximum breakdown of 10% for marketing of the Reward Programs and 90% toward cash rewards. The transfer of funds shall be made in 4 installments as needed of \$25,000. In order for funds to be released, Crime Stoppers must submit a Risk Assessment Form as provided by the County for the first

installment; followed by documentation of needing funding and a Reporting Form as provided by the County for each of the remaining installments prior to release of funds. The Risk Assessment Form and Reporting Form shall be made available by the County to Crime Stoppers in a fillable format.

2. Roles and Responsibilities of Crime Stoppers.

a. Oversight

- i. Crime Stoppers agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review programs in progress.
- ii. Crime Stoppers 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. Crime Stoppers 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: program details, how the program responds to the pandemic, program timeline and status, program impact, and expenditure information and status. Reporting requirements will be provided by the County.
- iv. Crime Stoppers will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Crime Stoppers 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. The County is aware that Crime Stoppers may possess or have access to confidential information. This Agreement may require Crime Stoppers to share de-identified financial information in order to comply with federal law governing ARPA grants. This Agreement does not require Crime Stoppers to share confidential information with the County (including, for example, personally identifiable information related to criminal investigations or prosecutions).
- v. 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. Crime Stoppers 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. Crime Stoppers will comply with all applicable statutes, ordinances, and regulations. Crime Stoppers 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, Crime Stoppers will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. Crime Stoppers will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

b. Reward Programs

- i. Programs: Crime Stoppers shall administer Reward Programs in Champaign County with the following provisions:
 - 1. Crime Stoppers shall provide cash rewards between June 3, 2022 and December 31, 2024 for anonymous tips regarding crimes in Champaign County according to requirements and regulations of the Reward Programs.
 - 2. A maximum of breakdown of 10% for marketing of the Reward Programs and 90% toward cash rewards shall be allowed for Crime Stoppers under this agreement.
- ii. Governance: Reward Programs shall be overseen by the Champaign County Crime Stoppers Board of Directors with the following responsibilities:
 - 1. Review reports and program adherence.
 - 2. Approve significant changes in programs prior to implementation.

3. Roles and Responsibilities of the County:

- a. The County shall provide ARPA Funds to Crime Stoppers in the amount of \$100,000, divided into four installments of \$25,000 as needed.
- 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 Crime Stoppers.
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, Crime Stoppers shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Crime Stoppers does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, Crime Stoppers 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.** Crime Stoppers 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 Crime Stoppers, 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.

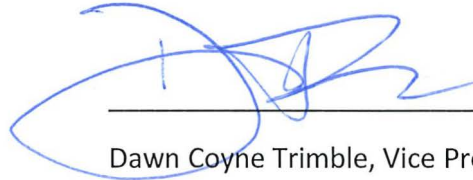
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN



Darlene A. Kloepfel, County Executive

**CRIME STOPPERS OF
CHAMPAIGN COUNTY, INC.**



Dawn Coyne Trimble, Vice President

APPENDIX 1: CRIME STOPPERS REWARD PROGRAMS BUDGET

Category	Expense	Amount	
Marketing	Billboards	\$ 2,000.00	PSA Campaign with Adams Outdoor Advertising for 2023 and 2024. This cost is for the purchase of material
	Neighborhood Signs	\$ 1,000.00	This would cover about 50 signs. These signs would be used for neighborhoods throughout Champaign County for their neighborhood watch programs and display Champaign County Crime Stoppers Information as well
	Business Signs	\$ 500.00	This would cover about 500 window clings that we will distribute throughout Champaign County. We will ask businesses to display these in their windows to allow our information to be easily seen as patrons enter their business.
	Printed Material	\$ 1,000.00	These funds would be used to purchase handouts, door tags, and other educational material about crime stoppers. The door tags would be used by local police departments as they canvas the area after a crime. Other educational material will be used at events where we speak and/or attend throughout the community.
	Digital Campaign - geofencing	\$ 5,500.00	We will use geofencing to digitally reach more people throughout our community in relation to crime. This amount of money will allow us to use this digital form of advertising for 3-6 months within our area and reach more people where they are spending time - on their phone
	Total		\$ 10,000.00
Rewards/Rewards Expenses	Phone Lines	\$ 6,000.00	The phone line is a vital part of our program. This is how many tipsters still reach us. We contract with an answering service in Canada who handles Crime Stopper calls around the world. This allows us to keep our phone line staffed 24/7. This amount will pay for the answering service/phone line for 2 years
	P3 Tips	\$ 5,000.00	P3 Tips is the technology we use to take tips via the web, app and phone line. This is the software that allows us to keep tipsters completely anonymous, track all tips, send tips to the proper agency, handle rewards, get stats and more. This amount will cover this vital software for our program for 2 years.
	Website	\$ 1,000.00	Our website is a vital part of our program and is used quite frequently by tipsters and is easy enough for us to format and allows us to manage the website ourselves. We are able to advertise sponsors as well as highlight cold cases, important cases, information regarding the tip process, and any events we are a part of. This amount will cover the website costs for our program for 2 years
	Rewards to Tipsters	\$78,000.00	This money would be used to pay a cash reward to tipsters who give us information that leads to an arrest in a Champaign County Case
	Total		\$ 90,000.00