

AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND EAST CENTRAL ILLINOIS YOUTH FOR CHRIST FOR COMMUNITY VIOLENCE INTERVENTION ASSISTANCE

This Agreement is entered as of October 17, 2024, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and East Central Illinois Youth For Christ (“ECIYFC”), with an address of P.O. Box 1076, Champaign, IL 61820; 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”); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury 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

WHEREAS, ECIYFC is a non-profit corporation whose mission is to strengthen the youth in the community by offering a variety of programs and events designed to help young people grow emotionally, socially, and spiritually; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with costs of purchasing a multi-passenger activity bus to safely transport Champaign County youth to community and ECIYFC events;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting Purchase costs through the following understanding:
 - a. **“Purchase” Defined:** ECIYFC will purchase a multi-passenger activity bus between September 24, 2024 and November 30, 2024 for safely transporting Champaign County youth to community and ECIYFC events. (“Purchase”).
 - b. **Funding:** The County will transfer ARPA funds to ECIYFC in an amount of up to \$65,000 to conduct the Purchase. The transfer of funds provided to ECIYFC can be made in one installment. In order for funds to be released, ECIYFC must submit a Risk Assessment Form, detailed cost estimate for the Purchase, and documentation of non-competitive procurement or competitive bid process; followed by documentation of funding from the Purchase and Reporting Form after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to ECIYFC.

2. **Roles and Responsibilities of ECIYFC.**
 - a. **Oversight**

- i. ECIYFC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review the Purchase in progress.
- ii. ECIYFC 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. ECIYFC 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, Tax identification number, Purchase details and purpose, Purchase timeline and status, Purchase impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each applicable reporting time period, copy of additional documentation as needed to support ARPA-funded transaction details, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, response to public health or negative economic impact due to the pandemic, Davis Bacon and Labor Reporting for capital expenditures over \$10 million if applicable. Reporting requirements will be specified by the County.
- iv. ECIYFC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of ECIYFC as related to the Purchase 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.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative 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. ECIYFC 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. ECIYFC will comply with all applicable statutes, ordinances, and regulations. ECIYFC 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, ECIYFC will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. ECIYFC will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Purchase and is liable

for all subgrantee and partner activity related to this specific agreement.

b. Purchase

- i. Services: ECIYFC shall conduct activities toward the Purchase under the following requirements:
 1. ECIYFC shall incur costs directly related to the Purchase between September 24, 2024 and November 30, 2024.
 2. ECIYFC shall conduct Purchase costs based on documentation as required under this Agreement.
- ii. Governance: The Purchase shall be overseen by the ECIYFC board of directors with the following responsibilities:
 1. Review reports and Purchase adherence.
 2. Approve significant changes in Purchase prior to implementation.

3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA Funds to ECIYFC in the amount of up to \$65,000. The transfer of funds shall be provided to ECIYFC based on documentation and reporting for related Purchase costs.
 - 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 ECIYFC.
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, ECIYFC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if ECIYFC does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, ECIYFC 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.** ECIYFC 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 ECIYFC, 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

**EAST CENTRAL ILLINOIS
YOUTH FOR CHRIST**



Steve Summers, County Executive



Willie G. Comer Jr., Executive Director