

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHAMPAIGN COUNTY
BOARD AND THE CHAMPAIGN COUNTY EXECUTIVE OFFICE FOR
GOVERNMENT PROJECTS AND SERVICES**

This Memorandum of Understanding (MOU) is made and entered by and among the Champaign County Board (“County”) and the Champaign County Executive Office (“Executive”), a department of the County, (hereinafter collectively referred to as “the Parties”), effective as of December 30, 2024.

Background

The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”) and 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 funding for government projects and services. The County desires to enter into a MOU with Executive for the administration of ARPA Funds to carry out designated government projects and services.

1. Purpose and Scope

The Parties intend for this MOU to provide the foundation and structure for assisting Initiative costs through the following understanding:

- A. “Initiative” Defined:** Executive will coordinate these activities between March 3, 2021 and December 31, 2026 directly related to costs of government projects and services; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).

- B. Funding:** The County, subject to the terms and conditions of this MOU, hereby agrees to provide ARPA Funds in amount of up to \$8,000,000 to Executive for Initiative costs, according to the projected budget in Attachment 1. In order for funds to be released, Executive must provide copies of detailed cost information and supporting documentation.

2. Roles and Responsibilities of Executive

A. Oversight

- i. Executive agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. Executive will 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).
- iii. Executive 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: Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger

(G/L) for ARPA-funded expenses for each reporting period, copy of additional documentation as needed to support ARPA-funded transaction details, impacted populations, capital expenditure amounts and details. Reporting requirements will be specified by the County.

- iv. Executive will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the Executive as related to the Initiative 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 MOU.
- 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 MOU 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. Executive 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. Executive will comply with all applicable statutes, ordinances, and regulations. Executive will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this MOU is prohibited by law, Executive will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. Executive will enforce all applicable terms and requirements of this MOU with any subgrantees or partners of this Initiative.

3. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to Executive in an amount up to \$8,000,000. The funding shall be provided based on documentation and reporting for related Initiative costs.
- B. The County shall provide oversight as described in this MOU 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 MOU.

4. Term: This MOU is effective as of December 30, 2024.

5. Termination: This MOU may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, Executive shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Executive does not spend the ARPA Funds in accordance with the regulations and requirements specified in this MOU, Executive will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

6. Amendments: This MOU may be amended only by an agreement of the Parties executed in the same manner in which this MOU is executed.

7. **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 the MOU 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.
8. **Severability.** In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.
9. **Entire MOU.** The Parties acknowledge and agree that this MOU 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 MOU is executed.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed as of December 30, 2024.

BY:  BY: 

Jennifer Locke
County Board Chair
Champaign County

Steve Summers
County Executive
Champaign County

Attachment 1

Initiative Scope of Work and Project Details Up to \$8,000,000 in Total

Animal Control	Services
Animal Control	Software technology
Animal Control	Facility improvements
Bennett Building	Glass/Data & Low voltage/Moving repairs/Parking
Board	Fund for trans name changes
Board	Personnel costs
Broadband Expansion	Rural broadband expansion
CCES	HHW facility preparation, services
Circuit Clerk	Digitization of paper court files and microfilm records
Circuit Clerk	Interpretation and assistive devices and technology for patrons
Coroner's Office	Facility improvements, equipment
County Clerk	Software technology
County Executive	Drainage district coordinator
County Executive	Employee recruitment, retention, and training
County Executive	Design plans for Courthouse expansion
County Executive	DEIA RFP results funding
County Facilities	Keys/Locks/Door Access Repair and Standardization
Courthouse	Boiler Feed Project
Courthouse	Update and replace all Building Automation Controls
Courthouse	Courthouse Updates - SM email
Courthouse	JANO Implementation
Courthouse	Broadband Funding
Courthouse	Interior, facility, and technology improvements
Garages	Replace metal skins on five garages
ILEAS	Tear down abandoned Nursing Home Buildings
ILEAS	Replace existing 175kw generator
Information Technology	Cybersecurity
Information Technology	Digitization project
Information Technology	Email archival and documentation management
Information Technology	Laptop replacement
JDC	Foundation joint repair, includes drainage tile
JDC	Install parking curb and resurface parking lot and drive
JDC	Replace window sealant and paint exterior windows
JDC	Metal Detector
JDC	Restorative Training
METCAD	Replace ballasted roof with white EPDM rubber roof
METCAD	Replace two Liebert units
MHB	Transit support
Pope Jail	Replace ballasted roof with white EPDM rubber roof
Pope Jail	Project Reserve & Small Projects - Door Controls/Grease Trap/Walk in Cooler/Dishwasher/Hood Exhaust
Pope Jail	Foundation joint repair, includes drainage tile
Pope Jail	Replace precast concrete panel poly Joints and backer rod
Pope Jail	Replace parking lot and drive
Public Defender	Expert funding
RPC	Administrative office costs
Sheriff	BearCat
Sheriff	Camera system
Sheriff	Jail project
State's Attorney Office	Move conference room
Treasurer's Office	Equipment and personnel