

**AGREEMENT AMENDMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
THE CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION FOR
COMMUNITY VIOLENCE INTERVENTION SERVICES (S.L.E.E.P.)**

THIS AGREEMENT AMENDMENT is made and entered by and among the County of Champaign (“County”) and the Champaign County Regional Planning Commission (“RPC”), a division of the County (hereinafter collectively referred to as “the Parties”), as of December 20, 2024.

WHEREAS, the Parties entered into an Agreement including Attachment 1 as of December 18, 2023, which is attached to this Amendment as Appendix A; and an Amendment as of October 2, 2024, which is attached to this Amendment as Appendix B.

WHEREAS, the Parties would like to expand the Initiative portion of the Agreement.

NOW, THEREFORE, the Parties further agree as follows:

The Agreement between the Parties is hereby amended with the following:

1. The Initiative as defined in Attachment 1 of Appendix A shall be expanded to allow additional neighborhoods to participate as determined by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by its officers.

BY: _____



Steve Summers
County Executive
Champaign County

BY: _____



Dalitso Sulamoyo
Chief Executive Officer
Champaign County Regional
Planning Commission

AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION FOR COMMUNITY VIOLENCE INTERVENTION SERVICES (S.L.E.E.P.)

This Agreement is made and entered by and among the County of Champaign (“County”) and the Champaign County Regional Planning Commission (“RPC”), a division of the County of Champaign, Illinois, (hereinafter collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

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, the County desires to enter into an Agreement with RPC for the administration of ARPA Funds to provide increased lighting and security in Champaign County neighborhoods in effort to curb community violence through a Safety, Lighting, Energy Efficiency Program (S.L.E.E.P.); and

WHEREAS, RPC accepts the request for service administration from the County;

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 Initiative costs through the following understanding:
 - A. “Initiative” Defined:** RPC will provide these services between March 3, 2021 and December 31, 2024 directly related to providing increased lighting and security in Champaign County neighborhoods; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
 - B. Funding:** The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$500,000 to RPC for services that provide increased lighting and security in Champaign County neighborhoods, according to the projected budget in Attachment 1. The transfer of funds provided to the RPC shall be made in installments as needed, no greater than monthly. In order for funds to be released, the RPC must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, detailed cost projection, and Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final installment and final Reporting Form shall be submitted after release of all funds. The County shall provide the Risk

Assessment Form and Reporting Form templates to the RPC. If the ARPA Funds are unable to be fully spent toward Initiative services in the neighborhoods specified in Attachment 1 by June 30, 2024, RPC must notify the County in order to consider additional neighborhoods for use of the funds through the Initiative.

2. Roles and Responsibilities of RPC:

A. Oversight

- i. RPC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. RPC 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. RPC 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, 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, public health or economic impact experienced due to the pandemic, Initiative response public health or negative economic impact due to the pandemic. Reporting requirements will be specified by the County.
- iv. RPC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of RPC 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 Agreement.
- 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. RPC 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. RPC will comply with all applicable statutes, ordinances, and regulations. RPC 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 Agreement is prohibited by law, RPC will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. RPC will enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this Initiative.

B. Initiative

- i. Services: RPC shall conduct activities toward development and operation of the Initiative under the following requirements:
 - a. RPC shall incur costs directly related to the Initiative between March 3, 2021 and December 31, 2024.
 - b. RPC shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the RPC board with the following responsibilities:
 - a. Review reports and Initiative adherence.
 - b. Approve significant changes in Initiative prior to implementation.

3. Roles and Responsibilities of the County:

- A.** The County shall provide ARPA Funds to RPC in an amount up to \$500,000. The transfer of funds shall be provided to RPC based on documentation and reporting for related Initiative 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.

- 4. Term:** This Agreement shall commence upon its execution between the Parties.
- 5. Termination:** This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, RPC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if RPC does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, RPC 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. 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 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.
- 8. 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.

9. 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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the last date signed by a Party hereto.

BY:  _____

Steve Summers
County Executive
Champaign County

BY:  _____

Dalitso Sulamoyo
Chief Executive Officer
Champaign County Regional
Planning Commission

DATE: 12/18/2023

DATE: 12-14-2023

ATTACHMENT 1

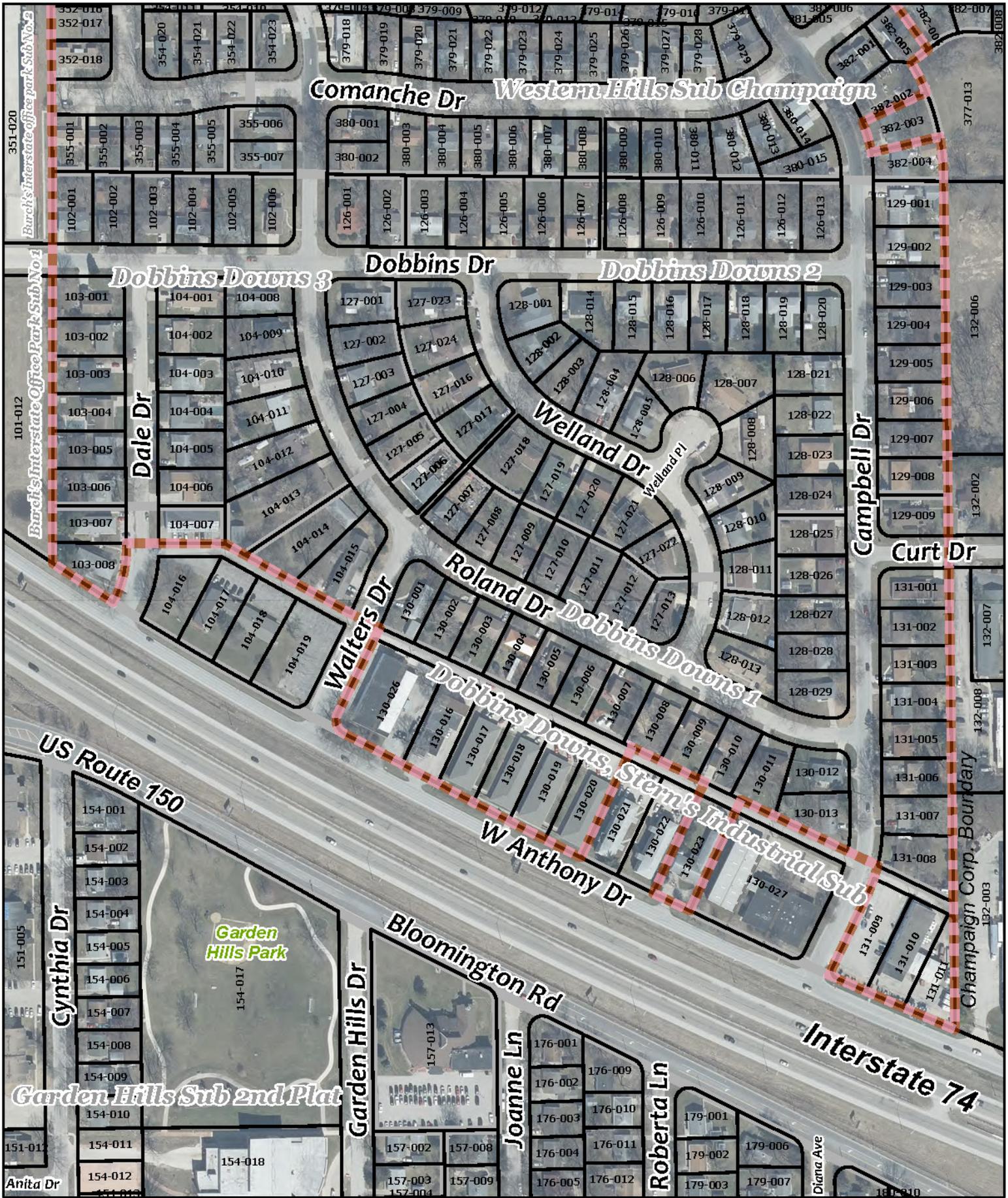
Champaign County Safety, Lighting, Energy Efficiency Program (SLEEP)

Project Description:

Building on a previous Regional Planning Commission (RPC), Ameren, and City of Champaign SLEEP project that targeted the Garden Hills Neighborhood, RPC proposes to administer Champaign County ARPA funding to install and distribute LED porch lights, lamp posts, and video doorbells in the following Champaign County neighborhoods: Dobbins Downs (Champaign, IL), Pleasant Acres (Rantoul, IL) and Scottswood (Urbana, IL). The program aims to curb community violence through increased lighting and security.

Estimated Budget:

Budget Item	Total Cost
Estimated Outreach and Marketing Costs	\$5,000
Estimated Staff/Admin Costs/ Travel Costs:	\$83,000
Estimated Supplies/ Installation Costs Video doorbells, porch lights, yard pole lights 206 households @ \$2,000 maximum	\$412,000
Estimated Budget Total	\$500,000.00

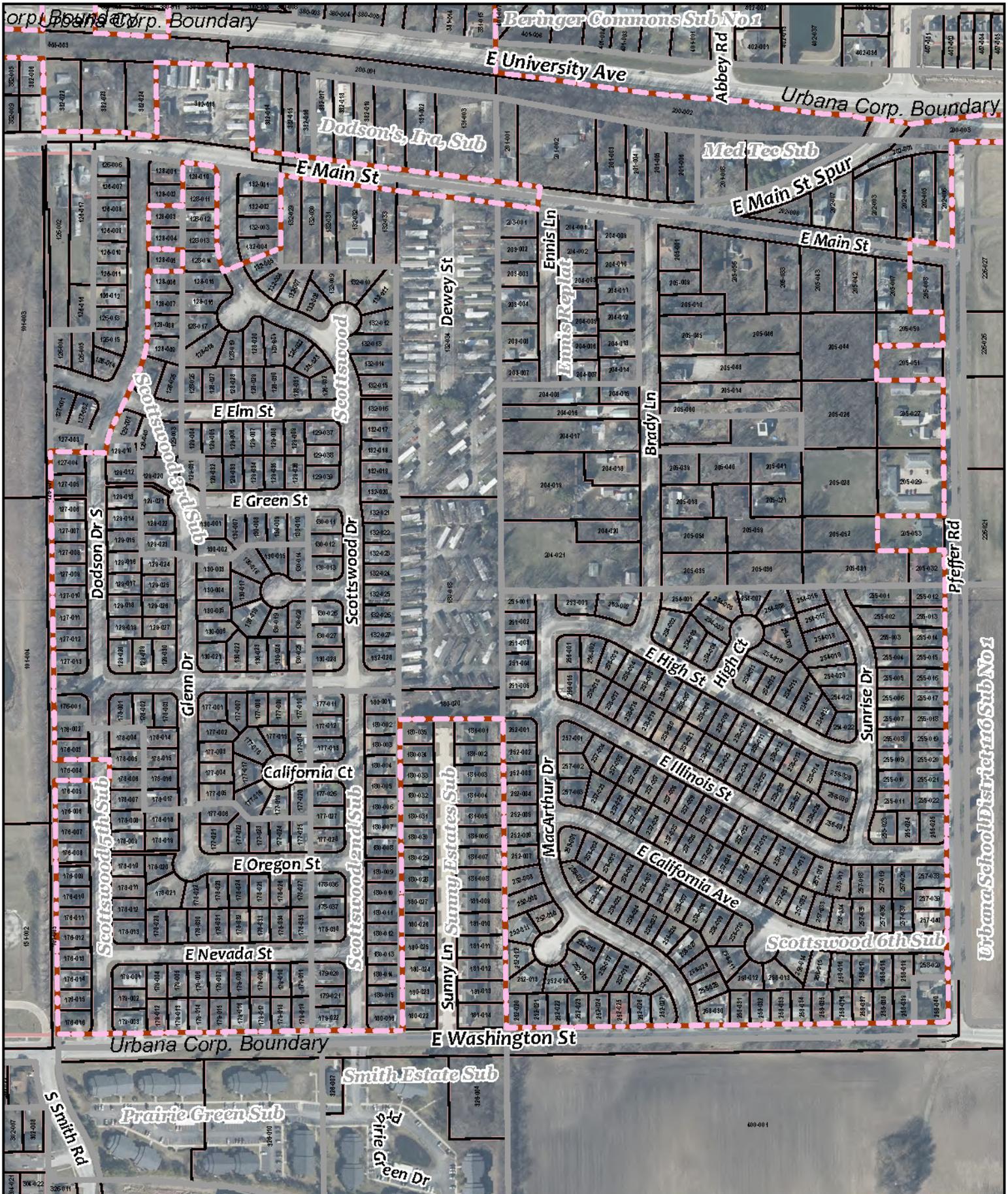


- Municipal Boundary
- Tax Parcel

Dobbins Downs



This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Use is assumed all risk-bearing from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.



- Municipal Boundary
- Tax Parcel

Scottswood



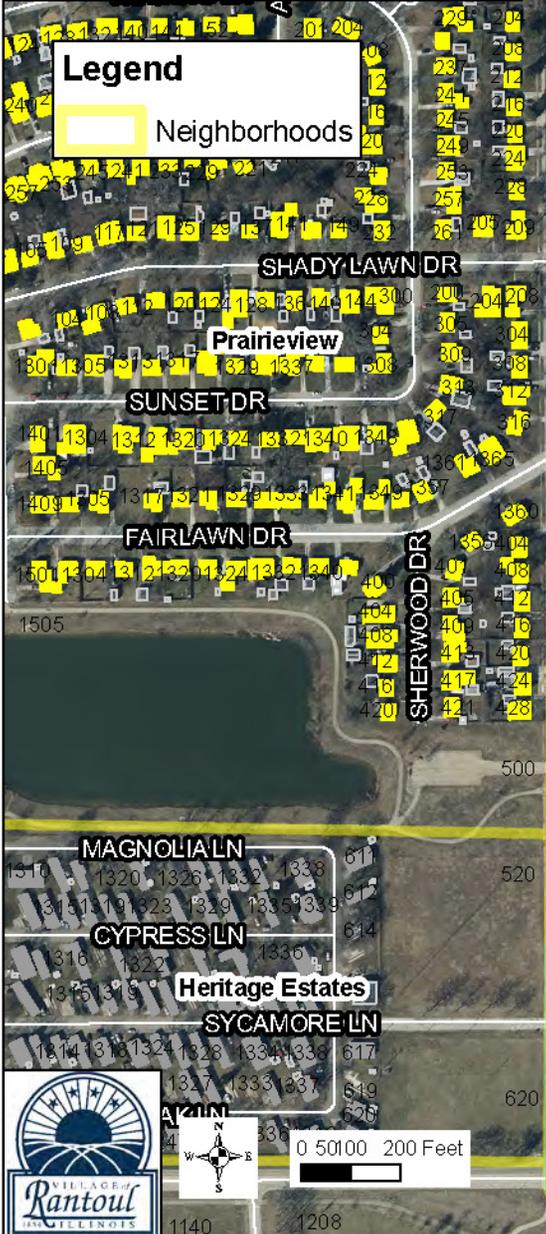
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Village of Rantoul Pleasant Acres Neighborhood

Map Created: 4/20/2023

Legend

Neighborhoods



APPENDIX B

**AGREEMENT AMENDMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
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WHEREAS, the Parties entered into an Agreement including Attachment 1 as of December 18, 2023, which is attached to this Agreement Amendment as Appendix A;

WHEREAS, the Parties would like to extend the end date of the Agreement.

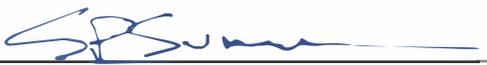
NOW, THEREFORE, the Parties further agree as follows:

The Agreement between the Parties is hereby amended with the following:

1. The end date of the Agreement is extended until September 30, 2026.

The Agreement with Attachment 1 is attached to this Agreement Amendment as Appendix A and is fully incorporated into this Agreement Amendment as if fully stated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the last date signed by a Party hereto.

BY: 

Steve Summers
County Executive
Champaign County

BY: 

Dalitso Sulamoyo
Chief Executive Officer
Champaign County Regional
Planning Commission

DATE: October 2, 2024 DATE: 10-01-2024