

AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE YWCA OF CHAMPAIGN COUNTY FOR WORKFORCE SKILLS INITIATIVE ASSISTANCE

This Agreement is entered as of August 16, 2023, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and The Young Women’s Christian Association of Champaign County (“YWCA”), with an address of 2403 West Springfield Avenue, Suite P1, 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 academic services or programs that address educational disparities, as well as community violence interventions; and

WHEREAS, the YWCA is a non-profit corporation whose mission is to eliminate racism, empower women, and promote peace, justice, freedom, and dignity for all; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with costs of providing workforce skill services and training to women, communities of color, and adults struggling with joblessness;

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:** The YWCA will conduct activities between March 3, 2021 and December 31, 2024 directly related to providing workforce skill services in Champaign County; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
 - b. **Funding:** The County will transfer ARPA funds to the YWCA in an amount of up to \$100,000 to conduct the Initiative, according to the projected budget in Attachment 1. The transfer of funds provided to the YWCA shall be made in quarterly installments. Installments may be paid more frequently pending documentation of the program being successfully implemented. In order for funds to be released, the YWCA 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 YWCA.

2. Roles and Responsibilities of the YWCA.

a. Oversight

- i. The YWCA agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. The YWCA 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. The YWCA 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 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, Initiative 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. The YWCA will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the YWCA 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 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. The YWCA 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. The YWCA will comply with all applicable statutes, ordinances, and regulations. The YWCA 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, the YWCA will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. The YWCA will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Initiative and is liable for all subgrantee and partner activity related to this specific Initiative agreement.

b. Initiative

- i. Services: The YWCA shall conduct activities toward development and operation of the Initiative under the following requirements:
 - 1. The YWCA shall incur costs directly related to the Initiative between March 3, 2021 and December 31, 2024.
 - 2. The YWCA 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 YWCA board of directors with the following responsibilities:
 - 1. Review reports and Initiative adherence.
 - 2. Approve significant changes in Initiative prior to implementation.

3. Roles and Responsibilities of the County.

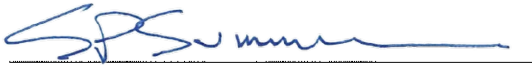
- a. The County shall provide ARPA Funds to the YWCA in the amount of up to \$100,000. The transfer of funds shall be provided to the YWCA based on documentation and reporting for related project costs.
 - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring 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 the YWCA.
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, the YWCA shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the YWCA does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, the YWCA 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.** The YWCA 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 the YWCA, 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

YWCA CHAMPAIGN COUNTY

A handwritten signature in blue ink, appearing to read "S Summers", written over a horizontal line.

Steve Summers, County Executive

A handwritten signature in blue ink, appearing to read "Andrea Rundell", written over a horizontal line.

Andrea Rundell, Executive Director

March 16, 2023

To: Champaign County Board
1776 E Washington St, Urbana, IL 61802
Attn: Kyle Patterson, Chair
Samantha Carter, Vice-Chair
Re: 2023 ARPA Funds

I am writing to respectfully request that the Champaign County Board consider the YWCA of Champaign County's Strive Program for funding through the American Rescue Plan Act. With Strive, we aim to bridge the gap between employers' needs (92% of jobs posted require basic digital skills) and community members' abilities (fully 1/3 of the US workforce does not have these skills).

Strive is a workforce development program that creates a pathway to living wage employment for women, communities of color, and adults struggling with joblessness, by providing them with laptops, basic digital skills training, and professional development guidance. Graduates not only leave with a laptop and a new set of skills, but a newfound confidence within themselves to pursue career goals they never thought possible. Some get new jobs. Some go back to school. Some start their own businesses. This is more than just a workforce development program. This is a development program, period. One that doesn't just create a pathway to employment, but a pathway to empowerment. In 2022, our graduates improved their incomes by an average of 40% in just ten weeks.

Many of these women are referred to Strive through public and private entities such as DREAM in Rantoul, Cunningham Township, and Parkland College. These partnerships allow us to better serve the women in our community by creating a multi-organizational wraparound support system. Some, like Parkland and workNet, work with us and our clients to support their next steps to success.

With additional funding, we will be able to break down another barrier that impedes economic equity in our community: language. By expanding staff with a full-time bilingual instructor, we can expand our reach in the Spanish speaking community and develop a new facet of our program that provides Spanish speakers with equal access to professional development, continued education, and career advancement opportunities.

Grateful for your consideration,



Andrea Rundell, Executive Director

| YWCA Champaign County | | | | | |
|---|--|----------------------------------|---|----------------------------------|--|
| Projected use of \$100,000 ARPA funding | | | | | |
| STRIVE Program August 1, 2023 through December 31, 2024 | | | | | |
| | YWCA FY24 - Aug 1, 2023 - July 31 2024 | FY24 Projected use of ARPA funds | YWCA FY25 Aug 1, 2024 - July 31, 2025 PROJECTED | FY25 Projected use of ARPA funds | ARPA Funding - Aug 1, 2023 through December 31, 2024 |
| Salary & Wage Expense | \$71,694.00 | \$36,834.00 | \$75,278.70 | \$15,000.00 | \$51,834.00 |
| Benefits Expenses | \$18,291.00 | \$18,291.00 | \$19,205.55 | \$5,000.00 | \$23,291.00 |
| Payroll Tax Expense | \$5,485.00 | \$5,485.00 | \$5,759.25 | | \$5,485.00 |
| Office Expense | \$1,200.00 | \$1,200.00 | \$1,260.00 | | \$1,200.00 |
| Information Technology | \$600.00 | \$600.00 | \$630.00 | | \$600.00 |
| Occupancy | \$4,090.00 | \$4,090.00 | \$4,294.50 | | \$4,090.00 |
| Conferences, Events & Workshops | \$17,000.00 | \$8,500.00 | \$17,850.00 | \$5,000.00 | \$13,500.00 |
| Total Expense | \$118,360.00 | | \$124,278.00 | | \$100,000.00 |
| | | | | | |
| | | | | | |
| Andrea Rundell | | | | | |
| 217-344-0721 | | | | | |
| andrea@ywcachampaigncounty.org | | | | | |