

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE AMERICAN
LEGION U OF I SHAWNA M. MORRISON POST NO. 2019 FOR COMMUNITY
VIOLENCE INTERVENTION INITIATIVE ASSISTANCE**

This Agreement is entered as of August 4, 2023, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and the U of I Shawna M. Morrison Post No. 2019 (“Post No. 2019”), with an address of 2814 Haydon Drive, 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”); 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 services or programs to assist mental health and housing support; and

WHEREAS, Post No. 2019 is a non-profit corporation whose mission is to enhance the well-being of America’s veterans, their families, military, and communities by devotion to mutual helpfulness; in partnership with the Chez Family Foundation Center for Wounded Veterans in Higher Education in memory of Shawna M. Morrison; 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 services to veterans and military families;

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:** Post No. 2019 will conduct activities between June 22, 2023 and December 31, 2024 directly related to coordinating two Stand Down events in Champaign County; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
 - b. **Funding:** The County will transfer ARPA funds to Post No. 2019 in an amount of up to \$20,000 to conduct the Initiative, beginning in County fiscal year 2023, according to the projected budget in Attachment 1. The transfer of funds provided to Post No. 2019 shall be made in a minimum of two installments: a minimum of one per event. In order for funds to be released, Post No. 2019 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 second 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 Post No. 2019.

2. Roles and Responsibilities of Post No. 2019.

a. Oversight

- i. Post No. 2019 agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. Post No. 2019 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. Post No. 2019 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: 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. Post No. 2019 will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Post No. 2019 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. Post No. 2019 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. Post No. 2019 will comply with all applicable statutes, ordinances, and regulations. Post No. 2019 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, Post No. 2019 will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. Post No. 2019 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: Post No. 2019 shall conduct activities toward development and operation of the Initiative under the following requirements:
 - 1. Post No. 2019 shall incur costs directly related to the Initiative between June 22, 2023 and December 31, 2024.
 - 2. Post No. 2019 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 Post No. 2019 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 Post No. 2019 in the amount of up to \$20,000, available beginning in 2023. The transfer of funds shall be provided to Post No. 2019 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 Post No. 2019.
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, Post No. 2019 shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Post No. 2019 does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, Post No. 2019 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

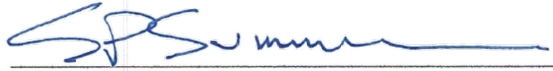
or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. **Indemnity.** Post No. 2019 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 Post No. 2019, 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.

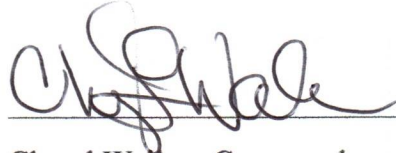
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**U OF I SHAWNA M. MORRISON
POST NO. 2019**

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

Steve Summers, County Executive

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

Cheryl Walker, Commander



To: Honorable Kyle Patterson, Chairman

Champaign County Board

1776 E. Washington Street Urbana, Illinois 61802

Attn: Honorable Jeff Wilson County Board Member

From: Cheryl Walker Commander of American Legion U of I Shawna M. Morrison Post 2019

Date: March 24, 2023

RE: Request for Funding

Background:

My name is Cheryl Walker, and I am The American Legion Department of Illinois Past 19th, District Commander (2018-2019) and current Commander of U of I Shawna M. Morrison Post 2019. Our organization is in the Chez Center for Wounded Veterans in Higher Education. The organization was founded on February 6, 2019 in memory of Illinois Guardsman Sgt. Shawna M. Morrison. Sgt. Morrison was the first female member of National Guard to die in combat in Iraq and first student to die in combat at the University of Illinois in 2004.

The American Legion is the nations largest wartime veterans service organization, mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor promoting strong national security, and continued devotion to our service members and veterans. The American Legion's mission statement, as adopted by the National Executive Committee in October 2020, is: To enhance the well-being of America's veterans, their families, our military, and our communities by our devotion to mutual helpfulness.

Project Description:

During the Vietnam War, a Stand Down was a time away from the battlefield when soldiers were able to rest and take care of personal hygiene, eat hot food, receive medical and dental care and enjoy the camaraderie of battle buddies in a safe environment. Today a Stand Down refers to a community-based intervention event that integrates, at one site at one time, many resources and services that homeless and at-risk veterans and military families may need. These can include food, shelter, clothing, backpack, hygiene kits, haircuts, bus and phone cards, health screening and VA Social Security benefit counseling. Veterans can also receive referrals to other

assistance such as housing solutions, VA employment, as well as suicide prevention, and substance abuse treatment support.

Request:

The American Legion U of I Shawna M. Morrison Post# 2019 and the veterans and families we serve was greatly impacted by COVID. We continue to serve low and at-risk veterans and families in Champaign County.

As of 2022, 137 people in Champaign County were identified as homeless, compared to 148 in 2021. “According to a report published by the U.S. Department and Housing and Urban Development, 326,000 were living in emergency shelters, transitional housing or other temporary settings on a single night in 2021. This is an 8% decrease from 2020.”

There has not been a Stand Down in Champaign County in the over 10 years. A Stand Down wo brings together various agencies and service providers to provide a comprehensive system that encourages and assists homeless veterans to overcome their distrust and feelings of isolation with the knowledge that this event promises to address multiple problems at one time and place.

I am requesting \$10,000 respectively to provide one day of service for the following servicers can include:

Venu-\$1000 DJ-\$300

Lunch, \$3,045 (\$ 25 per person)

Hair Cuts (\$20 per person) \$2,740

Hygiene (showers, barbers, or other personal services)

Bus \$1. 00 per token or (\$20 pass per person) \$2,740



Back packs \$ 475.00

Hygiene kits

\$10, 000

\$9,525

\$475

To provide a comprehensive:

Helping veterans and military families who are struggling is the right thing to do. Finding ways to help in the community settings is a critical mission, given the current landscape



of a growing veteran population and the economic realities that threaten the services available to them. Stand Downs can help veteran and military families raise awareness about the needs in our communities and show our veteran and military families that we support them. Stand Down also helps the community, because every person who is homeless costs the community, and the cost can be quite high. It is not only veterans who are homeless or at risk of homelessness. Actively serving military members can also live in poverty and be at risk. Hospitalization, medical treatment, incarceration, police intervention all can lead to emergency shelter expenses which can add up quickly, making homelessness surprisingly expensive for municipalities. Please let us do what we can, for those who have given so much.

Thank you,

respectfully,

Cheryl Walker

chrylwalker@aol.com