

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN COUNTY FARM  
BUREAU FOR BROADBAND ADVOCACY ASSISTANCE**

This Agreement is entered as of July 8, 2022, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802, and the Champaign County Farm Bureau (“CCFB”), with an address of 801 N. Country Fair Drive, Suite A, Champaign, IL 61821 and, 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”);

**WHEREAS**, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to transfer ARPA Funds to make necessary investments in broadband infrastructure, 31 CFR 35.6 (effective April 1, 2022);

**WHEREAS**, CCFB is a non-profit corporation that assists families in agriculture by recognizing and responding to issues of concern while strengthening partnerships and improving farm family life for current and future generations;

**WHEREAS**, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in educating the public about and developing support for potential broadband projects throughout Champaign County, hereby named, “Broadband Advocacy.”

**NOW THEREFORE**, the Parties agree as follows:

**1. Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for funding Broadband Advocacy through the following understanding:

A. **Broadband Advocacy:** CCFB will conduct Broadband Advocacy tasks between March 3, 2021 and December 31, 2024 for educating the public and developing support for potential broadband projects throughout Champaign County; with proposed program details included in Attachment 1. The Broadband Advocacy tasks will assist the County in pre-project development costs for planning and development of broadband access improvements in Champaign County, to include broadband infrastructure development funded by ARPA.<sup>1</sup>

<sup>1</sup> 31 CFR 35.6(e)(2)(i)(A); *see also* Final Rule: Frequently Asked Questions No. 6.10 as of April 27, 2022 (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, last accessed June 7, 2022).

B. **Funding:** The County will transfer ARPA funds to CCFB in an amount of up to \$31,750 in support of this assistance beginning in County fiscal year 2022, according to the proposed budget categories in Attachment 1. The transfer of funds shall be made in two installments of \$15,875. In order for funds to be released, CCFB must submit a Risk Assessment Form as provided by the County for the first installment; followed by documentation of need for funding and a Reporting Form as provided by the County for the remaining installment prior to release of funds. The Risk Assessment Form and Reporting Form shall be made available by the County to CCFB in a fillable format.

## 2. Roles and Responsibilities of CCFB.

### A. Oversight

- i. CCFB agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review programs in progress.
- ii. CCFB 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. CCFB 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: program details, program timeline and status, program impact, and expenditure information and status. Reporting requirements will be provided by the County.
- iv. CCFB will provide to the County, upon reasonable notice, access to and the right to examine such books and records of CCFB 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. CCFB 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. CCFB will comply with all applicable statutes, ordinances, and regulations. CCFB 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, CCFB will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. CCFB will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

**B. Broadband Advocacy**

- i. Programs: CCFB shall conduct Broadband Advocacy tasks in Champaign County with the following provisions:
  - 1. CCFB shall conduct tasks between March 3, 2021 and December 31, 2024 for educating the public and developing support for potential broadband projects throughout Champaign County.
  - 2. Funding allocations shall adhere to the program budget in Attachment 1.
- ii. Governance: Broadband Advocacy shall be overseen by the Champaign County CCFB Board of Directors with the following responsibilities:
  - 1. Review reports and program adherence.
  - 2. Approve significant changes in programs prior to implementation.

**3. Roles and Responsibilities of the County:**

- A. The County shall provide ARPA Funds to CCFB in the amount of \$31,750, provided in two installments of \$15,875.
- 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 CCFB.

**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, CCFB shall provide to the County

an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if CCFB does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, CCFB 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.** Each party to this Agreement agrees to indemnify and hold harmless the other party to this Agreement, 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 indemnifying party, 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, ILLINOIS**



Darlene A. Kloepfel, County Executive

**CHAMPAIGN COUNTY FARM BUREAU**



Bradley Uken, Manager

Champaign County Broadband Advocate

Increasing the availability and affordability of fast, reliable broadband internet in the rural areas of Champaign County is of utmost importance to the Champaign County Farm Bureau (CCFB). The CCFB proposes that Champaign County contract the CCFB to act as the Broadband Advocate to educate the public about and develop support for potential broadband projects throughout Champaign County.

The two-year goal of the CCFB's Broadband Advocacy would be to increase the availability of reliable and affordable internet in the unserved and underserved areas of Champaign County, by collaborating with taxing-bodies, civic and community-based organizations, and ISP's to support projects and grant proposals that meet the needs of residents.

As the Broadband Advocate, the CCFB would:

**Meetings:**

- Hold public meetings to gather the public's input on broadband projects in rural Champaign County
- Discuss the status of and gain the support for potential broadband projects with taxing bodies, civic organizations, rural businesses, and community groups

**Electronic Media:**

- Develop and maintain a website that will educate the public about broadband issues in Champaign County
- Develop and disseminate an email newsletter regarding the status of potential broadband projects in Champaign County
- Develop a social media presence that attracts followers, keeping them informed of the latest developments on broadband service in Champaign County.
- Develop short video segments that can be shared through e-mail, social media or placed on a website that engages residents, taxing bodies and civic groups in the ongoing efforts.

**Easement and Drainage issues:**

- Serve as a key resource for landowners as issues arise surrounding installation of broadband service in the county
- Collect appropriate information regarding drainage law and the role of district commissioners to ensure cooperation
- Build a network of local attorneys who have agricultural practice experience who can assist landowners with the easement process

**Collaboration & Coordination efforts:**

- Develop and maintain a database of community members interested in broadband projects
- Coordinate with ISPs to ensure that all parts of rural Champaign County are being served by potential broadband projects
- Collaborate with existing utility providers to ensure that potential broadband projects will not impact their services
- Solicit letters of support from taxing bodies, community groups, rural businesses, and civic organizations for grants for potential broadband projects
- Coordinate with ISPs to provide community support for potential grants

**Volunteers:**

- Recruit and train volunteers for the above tasks

The CCFB is uniquely suited to accomplish these tasks in the rural areas of Champaign County. The CCFB's connections with rural taxing bodies, community members, and businesses are unmatched; when those connections are combined with the CCFB's understanding of landowner issues surrounding the installation of broadband service, it becomes readily apparent that the CCFB is the only organization in Champaign County that can effectively advocate for broadband solutions in rural Champaign County.

**Proposed Budget:**

- Meetings - **\$5,500**
- Electronic media - **\$8,750**
- Drainage/easements - **\$2,250**
- Volunteers - **\$5,750**
- Collaboration and Coordination efforts - **\$4,800**
- Administration - **\$4,700**
- **TOTAL - \$31,750**