

RESOLUTION NO. 2023-04-024R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ARPA SUBRECIPIENT AGREEMENT
(FIRSTFOLLOWERS)**

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana elected to allocate \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

WHEREAS, each subrecipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all subrecipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Urbana Community Peace Hub* by FirstFollowers was allocated \$79,200 as part of the ARPA Concept Plan Project List.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$79,200 in ARPA SLFRF funds, for the purpose of *Urbana Community Peace Hub*, performed by FirstFollowers, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

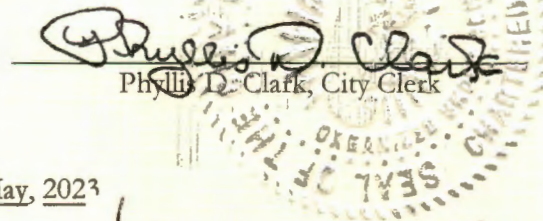
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 24th day of May, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken

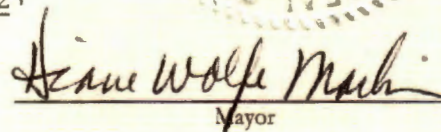
NAYS: None

ABSTENTIONS: None



Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 2nd day of May, 2023



Mayor

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF URBANA AND FIRSTFOLLOWERS
FOR URBANA COMMUNITY PEACEHUB**

This Subrecipient Agreement (“Agreement”) is entered as of [DATE], by and between FirstFollowers, with an address of P. O. Box 8923, Urbana, IL 61826, and the City of Urbana, Illinois (“City”), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively “the Parties.”

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, FirstFollowers is a 501(c)3 Non-Profit Organization providing reentry services to individuals involved in the criminal justice system; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in establishing a Community Peace Hub.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Urbana Community Peace Hub costs through the following understanding:
 - a. **Urbana Community Peace Hub:** FirstFollowers will use the allocated ARPA Funds to establish the first community peace hub in Champaign County. To be located near downtown Urbana, the hub will build off of FirstFollowers’ seven years of operating a wide range of programs targeted at people returning home from prison in Champaign County, as well as emerging adults aged 18-24 who have had some involvement with the criminal justice system.
 - b. **Project Scope:** FirstFollowers shall perform the Scope of Services as defined in Attachment A.
 - c. **Funding:** The City will transfer ARPA Funds to FirstFollowers in an amount up to \$79,200 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, FirstFollowers must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by FirstFollowers’s submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to FirstFollowers in a fillable format.

2. Roles and Responsibilities of FirstFollowers.

- a. FirstFollowers agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
- b. FirstFollowers shall 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).
- c. FirstFollowers shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.
- d. FirstFollowers shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information will include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Urbana Community Peace Hub may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of individuals and households served, and Impacted or Disproportionately Impacted Populations served by the project (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule). Reporting requirements will be specified by the City.
- e. FirstFollowers shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of FirstFollowers and will make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules, or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.
- f. No person shall be excluded from participation in programs the City 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. FirstFollowers understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- g. FirstFollowers shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

- h. FirstFollowers shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, FirstFollowers shall reimburse the City any amount that is determined to have been spent in violation of the law.
- i. FirstFollowers shall 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 the expenditure of ARPA Funds and this Agreement.
- j. FirstFollowers shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Urbana Community Peace Hub.

- a. Services: FirstFollowers shall undertake activities toward Urbana Community Peace Hub under the following requirements:
 - i. FirstFollowers shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
 - ii. Urbana Community Peace Hub shall start on project start date provided in Attachment A.
 - iii. Urbana Community Peace Hub shall comply with all additional terms and conditions provided in Attachment A.
 - iv. FirstFollowers shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.
- b. Governance: The Urbana Community Peace Hub activities shall be overseen by the Executive Director, Marlon Mitchell *and include the following responsibilities*:
 - i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and direct and designate the authorized representative of FirstFollowers to act in connection with this Agreement and to provide such additional information as may be required.
 - ii. Review reports and program adherence.
 - iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

- a. The City shall provide ARPA Funds to FirstFollowers in the amount up to \$79,200, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.
- b. The City 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 and outcomes of the funds and project as set forth in this Agreement.

- c. The City is not responsible in any way for the operations of FirstFollowers.

5. Primary Contacts.

- a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with FirstFollowers unless the City directs otherwise in writing.

Name: J.D. McClanahan

Title: Planner II, Champaign County Regional Planning Commission

Telephone: 217-328-3313, ext. 196

Email: jmccclanahan@ccrpc.org

- b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Marlon Mitchell

Title: Executive Director

Telephone: 217-607-3311

Email: firstfollowerscu@gmail.com

- 6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, FirstFollowers shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable federal or state law (typically 5 years).

- 7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and FirstFollowers. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

- 8. **Termination.** The Agreement may be terminated by either party upon a 30-day notice in writing to the other Party. Upon termination, FirstFollowers shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if FirstFollowers does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, FirstFollowers shall be required to repay the City in the amount of ARPA Funds

that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term, even after the early termination by either Party.

9. **Amendments.** This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.
10. **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.
11. **Indemnity.** FirstFollowers agrees to indemnify and hold harmless the City, 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 FirstFollowers, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
 - a. The loss of any monies paid to FirstFollowers.
 - b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subcontracted by FirstFollowers.
 - c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of FirstFollowers or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of 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. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to FirstFollowers by registered or certified mail. Upon receipt of such notice, FirstFollowers, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

12. **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 that are not related to or the direct result of a Party's negligence or breach.
13. **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 shall continue in full force and effect as valid and enforceable.
14. **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.
15. **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.
16. **Assignment:** FirstFollowers shall not assign this Agreement, nor any part thereof, without

the prior written approval of the City.

17. **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.
18. **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 CITY OF URBANA

Diane Wolfe Marlin

Diane Wolfe Marlin, Mayor

Darryl [Signature]

Deputy City Clerk

FirstFollowers

Marlon Mitchell

Marlon Mitchell, Executive Director

Attest

Attachment A Scope of Services

Section 1. Summary

Project Summary

FirstFollowers will use the allocated ARPA funds to establish the first community peace hub in Champaign County. To be located near downtown Urbana, the hub will build off of FirstFollowers' seven years of operating a wide range of programs targeted at people returning home from prison in Champaign County as well as emerging adults aged 18-24 who have had some involvement with the criminal justice system.

The hub will specialize in outreach and in reach. The outreach component will involve efforts by FirstFollowers' community navigators, who will use the Hub as a base of operations to carry out education and training of impacted individuals in apartment complexes in Urbana where FirstFollowers has established a deep connection. Operating from the hub, the navigators will contribute to bettering public health by offering workshops, peace circles, and public education on issues relating to violence. The hub will offer economic opportunity, counseling support, and educational chances outside the classroom. The hub will also deliver re-entry services targeted at women and families through FirstFollowers' Hope for Women initiative. Built on the in-reach model and founded by two women impacted by incarceration, these services, under the title Hope for Women, will target women returning home from prison and jail and their families. Often overlooked, this cohort are potential key players in re-establishing peace in the community, as mothers, as parents, and as mentors to young people, especially girls. In-reach involves connecting to the women while they are still in incarcerated to lay the foundation for transition to the community. Since most people in women's prisons have parenting responsibilities, a key component of this would be provision of counseling and legal support for family reunification along with parenting skills. Upon release, these sessions would occur during drop-in hours at the hub or at times and places convenient to the participants. The Hub will distribute Welcome Home packages tailored to the needs of program participants. All packages would include some clothing provision, hygiene products (including feminine hygiene), linens, hair products, notepads, and pens. Depending on the individual, the packages could also include rental assistance, cellphones, and bus passes.

Key Objectives and Measurable Outcomes

- Number of clients served
 - Number of clients by specific assistance type
 - Demographics of clients served
- Workshops and activities completed
 - Workshop and activity attendance

Project Start Date: 4/1/23

Project Completion Date: 03/31/24

**Attachment A
Scope of Services**

ARPA Funding

\$79,200

Changes from submitted application, and project specific conditions, if any

- The award provided is approximately 50% of the amount requested in the application. This difference will be accounted for by scaling back certain line items. See below.
 - Leasing a space will be funded at a partial amount with Urbana ARPA funds, due to reduced funding made available. A less expensive leasing space will be secured.
 - Professional services will be funded at a partial amount with Urbana ARPA funds, due to reduced funding made available. Certain professional services will possibly be subsidized by a different funding source.
 - Training will be funded at a partial amount with Urbana ARPA funds, due to reduced funding made available certain trainings will be omitted.
 - Direct assistance will be funded at a partial amount with Urbana ARPA funds, due to reduced funding made available certain direct assistance funds will be reduced.

Recipient has requested that funds be provided in an alternate structure to quarterly reimbursements for the following reason –

Without the pay advance option, FirstFollowers would run the risk of depleting its cash flow. Currently, eighty percent of FY23 grant funds are reimbursable in nature and, typically, it takes several weeks to be reimbursed.

These funds may be provided as a quarterly advance. Contingent upon the recipient meeting the following criteria, these advance payments will be made according to the schedule outlined in the Project Budget and Anticipated Timeline table. Recipient must –

- Demonstrate the capacity to provide the project being funded (including project staffing secured, quotes secured for goods and services, or other documentation as specified by the City of Urbana),
- Have submitted all relevant reporting information to date, and
- Demonstrate that it has spent no less than 75% of the ARPA funds it has received thus far.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
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**Attachment A
Scope of Services**

2023 Q2 (April, May, June)	\$9,900 Personnel, facilities,	100% Personnel, Facilities, Operations, Direct Assistance	\$9,900	Upfront	\$9,900
2023 Q3	\$23,100 Personnel, Facilities, Professional Services ,Direct Assistance Training Travel	100% Personnel, Facilities, Professional Services ,Direct Assistance Training Travel	\$23,100	Upfront	\$\$\$33,000
2023 Q4	\$23,100 Personnel, Facilities, Professional Services ,Direct Assistance Training Travel	100% Personnel, Facilities, Professional Services ,Direct Assistance Training Travel	\$23,100	Upfront	\$56,100
2024 Q1	\$23,100 Personnel, Facilities, Professional Services ,Direct Assistance Training Travel	100% Personnel, Facilities, Professional Services ,Direct Assistance Training Travel 00	\$23,100	Upfront	\$79,200
2024 Q2					
2024 Q3					

**Attachment A
Scope of Services**

2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. Executive Summary, attached hereto
2. Submitted Application, attached hereto
3. City Council Presentation, 12/15/22 #28 [[Link](#)]