

Res. 24-67  
**CHAMPAIGN AND FORD COUNTIES  
HEAD START AND EARLY HEAD START  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the County of Champaign, Illinois (“Champaign County”); the Champaign County Regional Planning Commission (“RPC”), a division of the County of Champaign, Illinois; and the County of Ford, Illinois (“Ford County”); pursuant to Article 7, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS:**

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation, such that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, Champaign County is public body corporate and politic of the State of Illinois, with its principal offices located at 1776 E. Washington Street, Urbana, Illinois, 61802; and

**WHEREAS**, RPC is a regional planning commission duly created by the county board of Champaign County pursuant to Division 5-14 of the Counties Code (55 ILCS 5/5-14001); and

**WHEREAS**, Ford County is a public body corporate and politic of the State of Illinois, with its principal officers located at 200 W State St., Paxton, IL 60957; and

**WHEREAS**, on August 22<sup>nd</sup>, 2024, Champaign County was awarded a federal Head Start and Early Head Start grant (Award # 05CH012823-01-00) by the Department of Health and Human Services, Administration of Children and Families, Office of Head Start; and

**WHEREAS**, the Head Start and Early Head Start federal award is for early childhood education which will serve infants, toddlers, and pregnant women, and provide health services and family support for eligible children and their families who reside in Ford County; and

**WHEREAS**, RPC has unique expertise and three decades of experience providing the residents of Champaign County with early childhood education serving infants, toddlers, and pregnant women, and health services and family support for eligible children and their families, and Ford County desires to utilize such services to benefit its residents; and

**WHEREAS**, RPC has been the federal grant administrator and fiscal agent for workforce development services in Ford County through a multi-county intergovernmental agreement since 2012; and

**WHEREAS**, both counties recognize the potential for improved efficiency and effectiveness in service delivery through mutual cooperation; and

**WHEREAS**, through this Agreement, Ford County recognizes Champaign County, through RPC, as the provider of early childhood education in Ford County serving infants, toddlers, and pregnant women, providing health services, and family support for eligible children and their families who reside in Ford County; and

**WHEREAS**, Champaign County has previously defined the 'Champaign County Region' through Resolution No. 4249 of its county board as 'all territory contained within Champaign County, Illinois', and said definition remains unchanged, though in this instance Champaign County desires and concurs with RPC's provision of the herein-described services to the residents of neighboring Ford County through intergovernmental cooperation.

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

**1. INCORPORATION OF RECITALS**

The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

**2. PURPOSE & CONSTRUCTION**

The purpose of this Agreement is to outline the terms and conditions under which Champaign County, through RPC, will carry out the activities funded and expressly provided for by the above-described federal award, to provide early childhood education which will serve infants, toddlers, and pregnant women, and provide health services and family support for eligible children and their families in Ford County. The Notice of Award of said federal award (Award # 05CH012823-01-00) is attached hereto and incorporated by reference herein as Appendix A.

Nothing in this Agreement shall be construed to obligate Champaign County or RPC to perform any service or provide anything of value to Ford County other than the activities funded and expressly provided for by the above-described federal award.

**3. SCOPE OF SERVICES**

Champaign County, through RPC, will:

- Champaign County will serve up to 23 children through Center based programming within facilities located in Ford County.
- Champaign County will support local small businesses in Ford County. The RPC Early Childhood Education Program will collaborate with Family Child Care Home providers located in Ford County to serve at least 12 children.
- Champaign County will offer up to 9.5 hours per day, five days per week for 224 days a year which equates to 2,128 hours in each center-based classroom. This full day center-based programming will support families working and/or participating in school.

**4. RESPONSIBILITIES OF CHAMPAIGN COUNTY & RPC**

Champaign County & RPC shall:

- Provide the services described in the Scope of Services in adherence to the Federal Head Start and Early Head Start performance standards and the Illinois Department of Children and Family Services' (DCFS) licensing requirements, and all other applicable law.
- Ensure that all personnel providing the services are appropriately trained and qualified.
- Maintain records related to the provision of services provided pursuant to this Agreement and make such records available to Ford County upon request.

## **5. RESPONSIBILITIES OF FORD COUNTY**

Ford County shall:

- Authorize Champaign County and RPC to provide the services and perform the activities described by this Agreement, and all other ancillary activities reasonably necessary and related thereto, within the territorial limits of Ford County.
- Designate a Ford County Board member to serve on and attend the meetings of the RPC Early Childhood Education Program (a Head Start Program) Policy Council, formed in clause 7 "Governance and Oversight."

## **6. DURATION**

The term of this Agreement shall include the entire period of performance by Champaign County and RPC of the federal award herein described, after the period of transition and to the extent such award funds and expressly provides for the provision of services within Ford County, and such period is expected at this time to begin November 1, 2024, and end August 31, 2029.

In the event that Champaign County applies for, is granted, and concurs in the receipt of an extension, continuance, or subsequent iteration of said federal award for the provision of the same or substantially similar services in Ford County, the Parties shall, in writing, amend or otherwise provide for an addendum to this Agreement to so reflect.

## **7. GOVERNANCE AND OVERSIGHT**

A Policy Council consisting of representatives from both counties, and parents with children enrolled currently or enrolled previously, will oversee the implementation of this Agreement. The Policy Council shall meet monthly to review performance and make recommendations for improvements.

## **8. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents, from any and all claims, demands, actions, liabilities, or suits of whatsoever nature arising out of the performance of this Agreement or in furtherance thereof, except in cases of negligence or willful misconduct of any officer, agent or employee of the indemnitee. This indemnification shall remain operative and in full force and effect regardless of any termination or cancellation of this Agreement.

**9. AMENDMENTS**

This Agreement may be amended only by written agreement approved by the governing bodies of both Party counties. Any proposed amendments to this Agreement should be first brought to the attention of RPC prior to discussion by either county board.

**10. MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

This Agreement shall not be interpreted such as to relieve any Party from their duties or obligations under federal law, Illinois statute, administrative rule, municipal ordinance, Illinois Supreme Court Rule, local court rules, judicial branch policies and standards as adopted by the Illinois Supreme Court or other court of competent jurisdiction, or as otherwise provided for by law.

Each Party agrees that it has had an opportunity to have this Agreement reviewed by its legal counsel and further agrees that the terms and conditions of this Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings related to the subject matter hereof.

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CHAMPAIGN COUNTY**

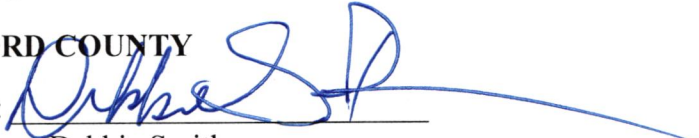
By: \_\_\_\_\_

Name: Steve Summers

Title: County Executive

Date:

**FORD COUNTY**

By:  \_\_\_\_\_

Name: Debbie Smith

Title: Chairman

Date: