

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL WASTEWATER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND URBANA & CHAMPAIGN
SANITARY DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Urbana & Champaign Sanitary District (“UCSD”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

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 Interim and Final Rule 31 CFR Part 35 to provide assistance to households or populations facing negative economic impacts due to COVID-19, including utility assistance; and

WHEREAS, UCSD is a municipal body which provides wastewater treatment for properties in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance for past due residential wastewater account balances due to UCSD.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the COVID-19 Pandemic has negatively impacted household ability to fully pay utility bills. The purpose of this Agreement is

for the County to provide ARPA Funds to UCSD in order to alleviate negatively impacted UCSD small residential household wastewater accounts.

- A. ***UCSD Small Residential Household Wastewater Account*** is defined as a “Dwelling” with four (4) or fewer water meters.
- B. “Dwelling” is defined in the Champaign County Zoning Ordinance, Section 3.0 – Definitions, as a Building or Manufactured Home designated for non-transient residential living purposes and containing one or more Dwelling Units and/or Lodging Units. “Building,” “Manufactured Home,” “Dwelling Unit,” and “Lodging Unit” are also defined in the Champaign County Zoning Ordinance, Section 3.0 – Definitions.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$150,000.00 to UCSD to assist negatively impacted UCSD small residential household wastewater accounts.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. The account must be a UCSD small residential household wastewater account.
- B. The account must be at least 60 days past due, occurring between March 3, 2021 and December 31, 2024; presumed to be caused or exacerbated by the COVID-19 pandemic during this time period.
- C. The maximum amount of assistance from this Agreement shall be \$500 per past due account.
- D. UCSD must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to UCSD in an amount up to \$150,000 in support of this assistance, available in County fiscal year 2022. The transferred funds shall be divided into 3 monthly payments, with a maximum of \$50,000 per payment. A request for funds and Risk Assessment Form shall be submitted by UCSD to the County for the first payment; followed by request for funds and submission of a Reporting Form by UCSD to the County for the following two payments. The

County shall provide the Risk Assessment Form and Reporting Form templates to UCSD.

Section 4. Roles and Responsibilities of UCSD: UCSD agrees to adhere to funding requirements and provide information needed that include the following:

- A. UCSD will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. UCSD will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. UCSD 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: number of clients/households served, demographic information, program details, how the program responds to the needs of the pandemic, program timeline and status, and expenditure information and status.
- D. UCSD will provide to the County, upon reasonable notice, access to and the right to examine such books and records of UCSD. UCSD will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- E. 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. UCSD understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- F. UCSD will comply with all applicable statutes, ordinances, and regulations. UCSD will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, UCSD will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to UCSD in an amount up to \$150,000, divided into 3 monthly payments, with a maximum of \$50,000 per payment. A request for funds and Risk Assessment Form shall be submitted by UCSD to the County for the first payment; followed by request for funds and submission of a Reporting Form by UCSD to the County for the following two payments. The County shall provide the Risk Assessment Form and Reporting Form templates to UCSD.
- 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.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, UCSD shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if UCSD does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, UCSD will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. 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.

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

**URBANA & CHAMPAIGN
SANITARY DISTRICT**

By: Jennifer Putnam
Trustee

Date: March 1, 2022

ATTEST: Jessica M. Plotkin

APPROVED AS TO FORM:

MJM

THE COUNTY OF CHAMPAIGN

By: Dalema Klepko

Date: 2-24-22

ATTEST: Megan Schison

APPROVED AS TO FORM:

Alan M. Ludwick