



## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

**Darlene A. Kloeppel, County Executive**

### **CONTRACT FOR HOUSEHOLD ASSISTANCE SERVICES**

**THIS CONTRACT** is made and entered by and among the County of Champaign (“County”) and the Regional Planning Commission (“RPC”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

#### **WITNESSETH**

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(c)(1)(A) 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; and

WHEREAS, the County desires to enter into a Contract with RPC for the administration of ARPA Funds to provide financial assistance for households whose income and stability have been impacted from the COVID-19 pandemic; and

WHEREAS, RPC accepts the request for service administration from the County;

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 rent, mortgage, and utility bills. The purpose of this Contract is for the County to provide ARPA Funds to RPC in order to alleviate negatively impacted households in Champaign County.

- A. These services are detailed in the attached scope of services and include: rent assistance, mortgage assistance, water bill assistance, wastewater bill assistance, and power bill assistance.
- B. Assistance per household will not exceed one-time and will not exceed \$25,000 per household.
- C. These services must assist households whose income and stability have been impacted from the COVID-19 Pandemic, in which there are no other pandemic relief options to address the household's ability to maintain housing and utilities.

**Section 2. Funding Amount:** The County, subject to the terms and conditions of this Contract, hereby agrees to provide ARPA Funds in amount of up to \$263,000 to RPC for services that assist negatively impacted households in Champaign County.

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

- A. Each household assistance must be approved under the purpose and scope of Section 1 and attached Scope of Services.
- B. The assistance must occur 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 Contract shall not exceed \$263,000 with a maximum breakdown of 15% of amounts spent on mortgage assistance for administration and the remainder toward household assistance that includes rent assistance, mortgage assistance, water bill assistance, wastewater bill assistance, and power bill assistance.
- D. RPC must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to RPC in an amount up to \$263,000 in support of this assistance, available beginning County fiscal year 2022. The transferred funds shall be made in four quarterly payments of \$65,750, with allowance of quicker payments if 75% of transferred funds have been allocated more quickly; and less frequent payments if funds have not been allocated.
- F. A Risk Assessment Form shall be submitted by RPC to the County prior to the first payment; followed by a Reporting Form by RPC to the County each quarter until the program assistance and reporting are complete. The County shall provide the Risk Assessment Form and Reporting Form templates to RPC.

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

- A. RPC 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. RPC will assist eligible households with ARPA Funds in accordance with Sections 1, 3, and attached Scope of Services.
- C. RPC 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. RPC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of RPC. RPC 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 Contract.
- 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 Contract 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. RPC 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. RPC will comply with all applicable statutes, ordinances, and regulations. RPC 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 Contract is prohibited by law, RPC 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 RPC in an amount up to \$263,000, divided into four quarterly payments of \$65,750, with allowance of quicker payments if 75% of

transferred funds have been allocated more quickly; and less frequent payments if funds have not been allocated.


- B. A Risk Assessment Form shall be submitted by RPC to the County prior to the first payment; followed by a Reporting Form by RPC to the County each quarter until the program assistance and reporting are complete. The County shall provide the Risk Assessment Form and Reporting Form templates to RPC.
- C. The County shall provide oversight as described in this Contract 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 Contract.


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

**Section 7. Amendments:** This Contract may be amended only by an agreement of the Parties executed in the same manner in which this Contract 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 the Contract 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.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by its officers as of the last date signed by a Party hereto.

BY:   
Dalitso Sulamoyo  
Chief Executive Officer  
Champaign County Regional Planning Commission

BY:   
Darlene A. Kloepfel  
Champaign County Executive  
Champaign County

DATE: 4/7/22

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## SCOPE OF SERVICES

RPC's Community Services will administer Champaign County American Rescue Plan Assistance (ARPA) funds to provide the following assistance to households whose income and stability has been impacted through COVID-19 pandemic and there are no other pandemic relief options to address the household's ability to maintain housing and utilities.

- Rent Assistance
- Mortgage Assistance
- Water Bill Assistance
- Wastewater Bill Assistance
- Power Bill Assistance
- Referrals to additional needed services

### OBJECTIVE:

Support eligible households in Champaign County to maintain the basic need of housing with running utilities.

- Rent Assistance: Level of assistance will be individualized based on each applicant's need, providing assistance for rent arrears starting with the month of April 2020 and if funding allows 1 additional month of current/future rent. The amount of rent assistance per household will not exceed \$15,000.
- Mortgage Assistance: Level of assistance will be individualized based on each applicant's need, providing up to \$15,000 of overdue mortgage payments (inclusive of escrow for property taxes and insurance) starting with the month of April 2020. Additionally, if a household is in foreclosure court proceedings, the household may be provided up to \$20,000 of assistance to clear the foreclosure (inclusive of overdue mortgage payments, escrowed property taxes and insurance, court fees, attorney fees, and other fees to clear the foreclosure).
- Water Bill Assistance: Households will be provided assistance to address water bill arrears (starting with the month of April 2020). The amount of water bill assistance per household will not exceed \$750. If the sewer and water bill are combined into one bill, the amount will not exceed \$1,500.
- Sewer-Wastewater Assistance: Households will be provided assistance to address sewer-wastewater bill arrears (starting with the month of April 2020). The amount of sewer-wastewater bill assistance per household will not exceed \$375. If the sewer and water bill are combined into one bill, the amount will not exceed \$1,500.
- Power Bill Assistance: Households in disconnect status or imminent disconnect status that are not eligible to apply for LIHEAP or that have exhausted other options for power bill assistance (including LIHEAP) will be provided assistance to address power bill arrears (starting with the month of April 2020). The amount of power bill assistance per household will not exceed \$2,000.

**\*\*Each household will be provided 1x assistance and the maximum total amount of ARPA funding per household will not exceed \$25,000.**

### RPC ACTIVITIES-

1. RPC staff will conduct an initial assessment of needs.

2. Verify eligibility for program: proof of residence in Champaign County; documentation of annual household income below 65% the Area Median Income (AMI) for Champaign County; documentation of arrears (rent, mortgage, water bill, power bill); copy of current and active lease or mortgage.
3. Maintain client eligibility files.
4. Complete and issue payments to vendors (landlord, utility company).
5. Refer, coordinate and advocate for additional services clients may need.
6. Submit invoice/receipts to fiscal for processing payments.
7. Maintain documentation required for reporting purposes.

CUSTOMER STEPS-

1. Request assistance.
2. Complete intake/applications.
3. Provide documentation of household membership, income, and proof of Champaign County residency.
4. Provide verification of current lease/ mortgage/ utility bill and documentation of arrears. Vendors must submit W9 and agree to Champaign County billing process.

*Revised March 18, 2022*