

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE
VILLAGE OF IVESDALE**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Village of Ivesdale, Illinois (“Ivesdale”) (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(c)(1)(D) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to make necessary investments in water infrastructure; and

WHEREAS, Ivesdale is a municipal body 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 water infrastructure.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that viable water infrastructure is important. The purpose of this Agreement is for the County to provide ARPA Funds to Ivesdale for Phase 1 activities of water distribution system improvements.

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 \$175,000.00 to Ivesdale for water distribution system improvements.

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

- A. Ivesdale will conduct activities for water distribution system improvements, as detailed in Attachment 1.
- B. The project must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$175,000.
- D. Ivesdale must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to Ivesdale in an amount up to \$175,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to Ivesdale based on invoice(s) for related water distribution system improvement activities. A Risk Assessment Form, copy of the invoice and documentation for water distribution system improvement activities, and Reporting Form shall be submitted by Ivesdale to the County prior to the first payment. If multiple payments are needed, Ivesdale shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Ivesdale to the County for each payment, with a maximum total amount of \$175,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Ivesdale.

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

- A. Ivesdale 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. Ivesdale will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

- C. Ivesdale will complete water distribution system improvement activities with ARPA Funds in accordance with Section 3.
- D. Ivesdale 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: location of project; number of households served by the project; median household income and lowest quintile income of the service area as indicated through the most recent American Community Survey 5-year estimates available via the United States Census Bureau website; Public Water System (PWS) identification number if utilized; National Pollutant Discharge Elimination System (NPDES) Permit Number if utilized; project details and purpose; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million; and project expenditure information/status.
- E. Ivesdale will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Ivesdale. Ivesdale 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.
- F. 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. Ivesdale 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. Ivesdale will comply with all applicable statutes, ordinances, and regulations. Ivesdale 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, Ivesdale 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 Ivesdale in an amount up to \$175,000 in support of this assistance. The transferred funds shall be provided to Ivesdale based on invoice(s) for water distribution system improvement activities. A Risk Assessment Form, copy of the invoice and documentation for related water distribution system improvement activities, and Reporting Form shall be submitted by Ivesdale to the County prior to the first payment. If multiple payments are needed, Ivesdale shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Ivesdale to the County for each payment, with a maximum total amount of \$175,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Ivesdale.
- 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, Ivesdale shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Ivesdale does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, Ivesdale will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

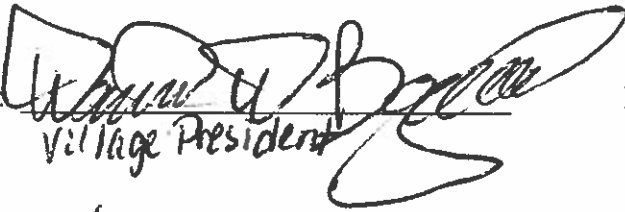
Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

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:

VILLAGE OF IVESDALE, ILLINOIS

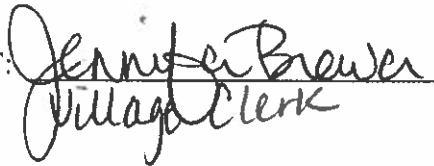
THE COUNTY OF CHAMPAIGN, ILLINOIS

By: 
Village President

By: 

Date: 6-22-22


Date: 06/22/2022

ATTEST: 
Village Clerk

ATTEST: 

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Cathy at Village
of Ivesdale



Project summary -The Village of Ivesdale’s (Village) entire distribution system consists of approximately 2.5 miles of water mains that were mostly constructed in 1966 while the plant was constructed. Nearly all the mains within the system are 4-inch cement asbestos pipe and all fire hydrants are the two-hose connection type, with no steamer nozzle. In recent years, the Village has seen an increased number of water main breaks, leaks, and other effects of long-term deterioration of these 54-year-old mains.

Project timeline from the feasibility study -

Facilities Planning Study/Report Phase	December 1, 2021
Design Phase (including Permit applications)	February 21, 2022
Bidding/Negotiation Phase 1	May 4, 2022
Construction Phase 1	July 1, 2022
Start-Up & Commissioning Phase 1	December 1, 2022

ARPA Funds - The preliminary cost for Phase 1 is \$1,100,000. The Village anticipates receiving IEPA principal forgiveness of \$400,000 The Village would like to ask for \$250,000 from the Champaign County ARPA funds. Phase 2 and Phase 3 will be in consecutive years after Phase 1. Each phase is anticipated to cost the same amount unless prices continue to increase.

Total Funding

Village funds – \$450,000
Potential IEPA Principal Forgiveness - \$400,000
ARPA funds – \$250,000

Impact/importance of project needing completed – The Illinois Environmental Protection Agency’s (IEPA) Engineering Evaluations note that the "Unaccounted For" water percentage has risen to just under 15%, which is at the threshold of excessive losses. The number of main breaks and quality of these old "cement asbestos" mains had made the Village initiate a program of three phases of watermain replacement. Any water main replacement program should bring the sizes of the mains up to modern standards with new replacement mains to be sized at not less than 6-inch diameter. These projects will reduce the unaccounted-for water, thus relieving stress on the existing plant and well system. The new mains will also provide improved fire protection and life safety.