

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL WATER/WASTEWATER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND THE VILLAGE OF MAHOMET**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Village of Mahomet (“Village”) (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, the VILLAGE is a municipal body which provides water and sewer services 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 water/sewer account balances due to the VILLAGE.

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 the VILLAGE in order to alleviate negatively impacted VILLAGE residential water/wastewater accounts.

- A. *A VILLAGE Residential Water/Wastewater Account* includes “Village Dwellings.”
- B. *A VILLAGE Dwelling* is defined in the Village of Mahomet Zoning Code as any building or portion thereof designed and used exclusively for residential purposes.

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 \$25,000.00 to VILLAGE to assist negatively impacted VILLAGE residential water/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 VILLAGE residential water/wastewater account.
- B. The account must be 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. The VILLAGE must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to the VILLAGE in an amount up to \$25,000 in support of this assistance, available in County fiscal year 2022. The transferred funds shall be divided into 2 monthly payments, with a maximum of \$12,500 per payment. A request for funds and Risk Assessment Form shall be submitted by the VILLAGE to the County for the first payment; followed by request for funds and submission of a Reporting Form by the VILLAGE to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to the VILLAGE.

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

- A. The VILLAGE 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. The VILLAGE will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. The VILLAGE 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. The VILLAGE will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the VILLAGE. The VILLAGE 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. The VILLAGE 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. The VILLAGE will comply with all applicable statutes, ordinances, and regulations. The VILLAGE 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, the VILLAGE 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 the VILLAGE in an amount up to \$25,000, divided into 2 monthly payments, with a maximum of \$12,500 per payment. A

request for funds and Risk Assessment Form shall be submitted by the VILLAGE to the County for the first payment; followed by request for funds and submission of a Reporting Form by the VILLAGE to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to the VILLAGE.

- 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, the VILLAGE shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the VILLAGE does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, the VILLAGE 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.

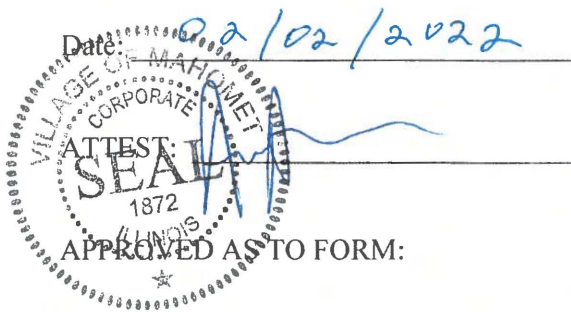
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

VILLAGE OF MAHOMET

By: Patricia P.

THE COUNTY OF CHAMPAIGN

By: Deborah A. Klepper



Date: 2/24/22

ATTEST: Meghan Robinson

APPROVED AS TO FORM:

Peter Ladwein