

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN  
COUNTY REGIONAL PLANNING COMMISSION FOR HOUSEHOLD SUMMER  
COOLING PROGRAM ASSISTANCE**

This Agreement is made and entered by and among the County of Champaign (“County”) and the Champaign County Regional Planning Commission (“RPC”), a division of the County of Champaign, Illinois, (hereinafter collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

**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 Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including assistance to households; and

**WHEREAS**, the County desires to enter into an Agreement with RPC for the administration of ARPA Funds to assist low-income households at the greatest risk from extreme heat in Champaign County to maintain utility services to power their homes; and

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

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

- 1. Purpose and Scope:** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
  - A. “Initiative” Defined:** RPC will provide these services between March 3, 2021 and December 31, 2025 directly related to providing household summer cooling program assistance in Champaign County; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
  - B. Funding:** The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$100,000 to RPC for Initiative services, according to the projected budget in Attachment 1. The transfer of funds provided to the RPC shall be made in installments as needed, no greater than monthly. In order for funds to be released, the RPC must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, detailed cost projection, and Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final installment and final Reporting Form shall be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to the RPC.

## **2. Roles and Responsibilities of RPC:**

### **A. Oversight**

- i. RPC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. 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).
- iii. 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: Unique Entity ID (UEI) number, tax identification number, Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting period, copy of additional documentation as needed to support ARPA-funded transaction details, impacted populations, capital expenditure amounts and details, public health or economic impact experienced due to the pandemic, number of households served, Initiative response to public health or negative economic impact due to the pandemic. Reporting requirements will be specified by the County.
- iv. RPC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of RPC as related to the Initiative and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. 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. 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.
- vi. 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 Agreement is prohibited by law, RPC will reimburse the County any amount that is determined to have spent in violation of the law.
- vii. RPC will enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this Initiative.

### **B. Initiative**

- i. Services: RPC shall conduct activities toward operation of the Initiative under the following requirements:

- a. RPC shall incur costs directly related to the Initiative between March 3, 2021 and December 31, 2025.
- b. RPC shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the RPC board with the following responsibilities:
  - a. Review reports and Initiative adherence.
  - b. Approve significant changes in Initiative prior to implementation.

**3. Roles and Responsibilities of the County:**

- A. The County shall provide ARPA Funds to RPC in an amount up to \$100,000. The transfer of funds shall be provided to RPC based on documentation and reporting for related Initiative costs.
  - 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.
- 4. Term:** This Agreement shall commence upon its execution between the Parties.
- 5. Termination:** This Agreement 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 Agreement, RPC will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
- 6. Amendments:** This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.
- 7. 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 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.
- 8. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 9. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

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

BY:  \_\_\_\_\_

Steve Summers  
County Executive  
Champaign County

BY:  \_\_\_\_\_

Dalitso Sulamoyo  
Chief Executive Officer  
Champaign County Regional  
Planning Commission

DATE: June 6, 2024 \_\_\_\_\_

DATE: 6-6-24 \_\_\_\_\_



CHAMPAIGN COUNTY  
REGIONAL PLANNING  
COMMISSION

**Date:** April 29, 2024  
**To:** Stephanie Fortado, Deputy Chair – Finance, and  
John Farney, Assistant Deputy Chair – Finance, and  
Honorable Members of the Champaign County Board  
**From:** Lisa Benson  
**RE:** Request for American Rescue Plan Act funds to support Summer Cooling Program

Utility costs have drastically increased, and it is anticipated that the Low-Income Heating Energy Assistance Program (LIHEAP) funding in Champaign County will be exhausted by mid-May 2024. Summer 2024 is predicted to be especially warm. To address this gap in service, RPC will utilize \$107,000 of Community Services Block Grant (CSBG) funds to deliver a Summer Cooling Program from June 2024 – August 2024 (or funding is exhausted). This program will assist low-income households at the greatest risk from extreme heat in Champaign County to maintain utility services to power their homes. It is anticipated that the \$107,000 will assist 107 -170 households.

Eligibility criteria for the Summer Cooling Program:

- Champaign County resident, and
- Household’s most recent 30-day income at or below 200% FPL, and
- Household includes a senior (age 60 and above), child under age 4, a pregnant woman, or an individual with a medical certificate documenting a condition that requires power to run medical equipment, AND
- Household’s power service is disconnected or in imminent disconnect status.

The amount of bill assistance per household will not exceed \$1,000.

The Regional Planning Commission is seeking Champaign County American Rescue Plan Act funds, so that a larger number of households may be assisted by the program. Following is an estimate of the number of households that may be assisted with different levels of funding.

- \$100,000 -- approximately 100 to 150 households
- \$150,000 -- approximately 150 to 220 households
- \$200,000 -- approximately 200 to 300 households

Thank you for your consideration of this request.

Champaign County Regional Planning Commission

1776 E. Washington St. Urbana, IL 61802  
P 217.328.3313 F 217.328.2426  
TTY 217.384.3862 CCRPC.ORG