

**INTERGOVERNMENTAL AGREEMENT
FOR GEOPHYSICAL MAPPING OF THE MAHOMET AQUIFER
BETWEEN THE COUNTY OF CHAMPAIGN AND THE UNIVERSITY OF ILLINOIS
PRAIRIE RESEARCH INSTITUTE**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the University of Illinois Prairie Research Institute (“PRI”) (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, PRI is a governmental entity that provides scientific expertise to state agencies, communities, industries, and individuals, with specific responsibilities described in state statutes; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in conducting mapping of the Mahomet Aquifer.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the Mahomet Aquifer is the sole source of potable water for East Central Illinois. The purpose of this Agreement is for the

County to provide ARPA Funds to PRI to conduct geophysical mapping of the Mahomet Aquifer in order to help determine sustainability of the water resource. Project elements will include:

- A. Collection, processing, and interpretation of approximately 2,499 miles of high-resolution helicopter transient electromagnetic method (HTEM) data within the jurisdiction of Champaign County.
- B. Collection and interpretation of high-quality ground-based subsurface measurements.
- C. Integration of newly collected and existing ground-based geologic and geophysical data.
- D. Creation of models of aquifer geometry.
- E. Mapping of thickness and distribution of the Mahomet aquifer.
- F. Interpretation and mapping of the geologic variability of character of the Mahomet aquifer.
- G. Creation of geologic maps in GIS format and detailed 3D aquifer models of high resolution and reliability.
- H. Insight on characterization of the aquifer distribution and geometry, which can be used to improve groundwater modeling and management decisions.
- I. Provision of deliverables including: project boundary map, as-flown flight lines from HTEM survey, map showing Mahomet aquifer boundaries, information on water interactions between Mahomet aquifer and other shallow aquifers, assessment of local patterns of groundwater flow paths, geologic cross sections showing the characteristics of the Mahomet aquifer, and report describing the methods and results.

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 \$500,000 to PRI for the Mahomet Aquifer mapping project.

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 project must be in accordance with Section 1 and scope of services between the County and PRI.

- B. The project tasks and funding assistance must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall not exceed \$500,000 with budgeted categories provided.
- D. PRI must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to PRI in an amount up to \$500,000 in support of this assistance, available beginning County fiscal year 2022. The transferred funds shall be payments made upon each submitted and approved invoice, with no greater than one payment per month. A Risk Assessment Form and detailed invoice shall be submitted by PRI to the County prior to the first payment; followed by a detailed invoice for each payment thereafter; followed by a Reporting Form by PRI to the County each quarter until the project assistance is complete. The County shall provide the Risk Assessment Form and Reporting Form templates to PRI.

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

- A. PRI 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. PRI will conduct the mapping project with ARPA Funds in accordance with Sections 1 and 3.
- C. PRI 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: project details, project timeline and status, and expenditure information and status.
- D. PRI will provide to the County, upon reasonable notice, access to and the right to examine such books and records of PRI. PRI 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. PRI 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. PRI will comply with all applicable statutes, ordinances, and regulations. PRI 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, PRI 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 PRI in an amount up to \$500,000, divided into maximum monthly or as-needed payments, pending project activity and invoices. An invoice and Risk Assessment Form shall be submitted by PRI to the County prior to the first payment; followed by monthly or fewer invoices for project work; and submission of a Reporting Form by PRI to the County on a quarterly basis until the project assistance is complete. The County shall provide the Risk Assessment Form and Reporting Form templates to PRI.
- 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, PRI shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if PRI does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, PRI 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:

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
PRAIRIE RESEARCH INSTITUTE**

By: Paul N. Ellinger
Paul N. Ellinger, Interim Comptroller

Date: 04/07/2022

ATTEST: N/A

APPROVED AS TO FORM:

N/A

Paula Jorge

Signature of Comptroller Delegate

Paula Jorge, Associate Director – Negotiations
Name and Title of Comptroller Delegate

THE COUNTY OF CHAMPAIGN

By: Paulina Kleppel

Date: 3-25-22

ATTEST: Megan Robison

APPROVED AS TO FORM:

Peter M. Larkin