

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL USER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND SANGAMON VALLEY PUBLIC
WATER DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Sangamon Valley Public Water District (“SVPWD”) (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, SVPWD 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 SVPWD.

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 SVPWD in order to alleviate negatively impacted SVPWD residential user accounts.

- A. **SVPWD Residential User Account** is defined as those metered structures or buildings which are used for “residential purpose” by a single family only. The following are included as “residential purpose”: residential owners and/or his authorized agent and renters, including but not limited to mobile home owners and renters, apartment owners and renters. *See Sangamon Valley Public Water District Ordinance Number 2021-01-04-4.* Under this Agreement, “residential purpose” does not include any Commercial users, notwithstanding anything to the contrary in Sangamon Valley Public Water District Ordinance Number 2021-01-04-4.
- B. **SVPWD User** is defined as the person or party having sole interest in any premises which is, or is about to be, supplied with water service and/or wastewater service by the District, and the word "Owner(s)" means all so interested. A contract purchaser shall not be deemed the owner of a premises. *See Sangamon Valley Public Water District Ordinance Number 2021-01-04-4.*

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 \$12,000.00 to SVPWD to assist negatively impacted SVPWD residential user 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 SVPWD residential user 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. SVPWD must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to SVPWD in an amount up to \$12,000 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 \$6,000 per payment. A request for funds and Risk Assessment Form shall be submitted by SVPWD to the County for the first payment; followed by request for funds and submission of a Reporting Form by SVPWD to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to SVPWD.

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

- A. SVPWD 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. SVPWD will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. SVPWD 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. SVPWD will provide to the County, upon reasonable notice, access to and the right to examine such books and records of SVPWD. SVPWD 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. SVPWD 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. SVPWD will comply with all applicable statutes, ordinances, and regulations. SVPWD 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, SVPWD 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 SVPWD in an amount up to \$12,000, divided into 2 monthly payments, with a maximum of \$6,000 per payment. A request for funds and Risk Assessment Form shall be submitted by SVPWD to the County for the first payment; followed by request for funds and submission of a Reporting Form by SVPWD to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to SVPWD.
- 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, SVPWD shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if SVPWD does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, SVPWD will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

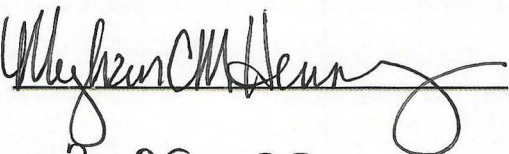
Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

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:

**SANGAMON VALLEY PUBLIC
WATER DISTRICT**

By: 

Date: 2-29-22

ATTEST: 

APPROVED AS TO FORM:



THE COUNTY OF CHAMPAIGN

By: 

Date: 2-24-22

ATTEST: 

APPROVED AS TO FORM:

