

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE
TRIPLE FORK DRAINAGE DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Triple Fork Drainage District, Illinois (“Triple Fork”) (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, Triple Fork 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 Triple Fork for culvert 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 \$90,000.00 to Triple Fork for culvert 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. Triple Fork will conduct activities for culvert 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 \$90,000.
- D. Triple Fork must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to Triple Fork in an amount up to \$90,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to Triple Fork based on invoice(s) for culvert improvement activities. A Risk Assessment Form, copy of the invoice and documentation for culvert improvement activities, and Reporting Form shall be submitted by Triple Fork to the County prior to the first payment. If multiple payments are needed, Triple Fork shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Triple Fork to the County for each payment, with a maximum total amount of \$90,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Triple Fork.

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

- A. Triple Fork 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. Triple Fork 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. Triple Fork will complete culvert improvement activities with ARPA Funds in accordance with Section 3.
- D. Triple Fork 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. Triple Fork will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Triple Fork. Triple Fork 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. Triple Fork 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. Triple Fork will comply with all applicable statutes, ordinances, and regulations. Triple Fork 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, Triple Fork 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 Triple Fork in an amount up to \$90,000 in support of this assistance. The transferred funds shall be provided to Triple Fork based on invoice(s) for culvert improvement activities. A Risk Assessment Form, copy of the invoice and documentation for related culvert improvement activities, and Reporting Form shall be submitted by Triple Fork to the County prior to the first payment. If multiple payments are needed, Triple Fork shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Triple Fork to the County for each payment, with a maximum total amount of \$90,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Triple Fork.
- 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, Triple Fork shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Triple Fork does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Triple Fork 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:

TRIPLE FORK DRAINAGE DISTRICT

THE COUNTY OF CHAMPAIGN, ILLINOIS

By: David Walker

By: Deborah A. Klepper

Date: 6/29/22

Date: 7/5/22

ATTEST: [Signature]

ATTEST: Peter Kincheloe

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Peter M. Ladwein

September 2021

We have received only one bid so far it is \$60,000 to remove the culvert East of the road and \$60,000 to remove the part West of the road leaving the part under the road to serve as a bridge.

John Cooper from the County Engineer's office was at the site and states that a bridge may or may not be warranted in an email I received from him and we need to have a consultant determine that. He estimates a bridge would cost \$300K-\$500K.

Attached are photos I took showing our problem when we have several inches of rain.



This is Corky's Auto center on Rt. 45 in the background is the entrance to Fountain Valley trailer park, at times the water is in the building a foot or more deep when the culvert has some debris in it and we have a lot of rain.



This is the West end of the culvert during a normal rain.



This is the same culvert taken the same day as the first photo of Corky's Auto. I have seen the water higher than this then the water will flow beside the culvert all the way to the other end of the culvert 700 feet away and the flooding at Corky's and Fountain Valley is very bad.

From: Dave Wolken

Sent: Wednesday, April 13, 2022

Subject: Boxed Culvert Removal

The commissioners of the TripleFork Drainage District, City of Rantoul official Jake McCoy and County Board member Diane Michaels had a meeting to discuss removal of the poured in place boxed culvert at the intersection of Titan Road and Perimeter Road.

An updated bid from Fenter Machinery to remove 210' West of Titan Road, remove 420' East of Titan Road and to install a 38" round concrete culvert under Titan Road next to the existing box culvert was discussed.

Jake stated the City can pay \$30,000 and Diane stated the County could pay the rest up to \$90,000 if it can be completed in 1 year.

It was understood Jake and Diane will have to get approval from their respective boards prior to accepting the bid.

Dave Wolken

Commissioner for TripleFork Drainage District