

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE
PENFIELD WATER DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Penfield Water District (“Penfield”) (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, Penfield 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 Penfield for replacement of the hydropneumatic tank in the water distribution system.

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 \$70,000.00 to Penfield for hydropneumatic tank replacement.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. Penfield will replace the hydropneumatic tank in the water distribution system, as detailed in Attachment 1.
- B. The project(s) must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$70,000.
- D. Penfield must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to Penfield in an amount up to \$70,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to Penfield based on invoice(s) for related tank replacement activities. A Risk Assessment Form, copy of the invoice and documentation for tank replacement activities, and Reporting Form shall be submitted by Penfield to the County prior to the first payment. If multiple payments are needed, Penfield shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Penfield to the County for each payment, with a maximum total amount of \$70,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Penfield.

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

- A. Penfield 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. Penfield 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. Penfield will complete hydropneumatic tank replacement with ARPA Funds in accordance with Section 3.
- D. Penfield 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. Penfield will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Penfield. Penfield 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. Penfield 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. Penfield will comply with all applicable statutes, ordinances, and regulations. Penfield 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, Penfield 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 Penfield in an amount up to \$70,000 in support of this assistance. The transferred funds shall be provided to Penfield based on invoice(s) for tank replacement activities. A Risk Assessment Form, copy of the invoice and documentation for tank replacement activities, and Reporting Form shall be submitted by Penfield to the County prior to the first payment. If multiple payments are needed, Penfield shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Penfield to the County for each payment, with a maximum total amount of \$70,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Penfield.
- 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, Penfield shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Penfield does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, Penfield 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:

PENFIELD WATER DISTRICT

THE COUNTY OF CHAMPAIGN, ILLINOIS

By: Randall Jindano (Chair)

By: Deborah Klepper

Date: 6-9-22

Date: 06/22/2022

ATTEST: Williford

ATTEST: Margaret Robinson

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Peter M. Ledwin

ATTACHMENT 1

Project Summary: The Village of Penfield has a 12,000 gallon hydropneumatic tank that serves to maintain pressure in the Village's water distribution system. The tank is original to the water treatment plant and was constructed in 1965. The Village hired a contractor to clean and inspect the interior of the tank in 2019. The tank was found to be in poor condition and should be replaced. The Village wishes to obtain ARPA funding for the replacement of the hydropneumatic tank.

Project Timeline

Design & Permitting: April 2022

Bidding: July 2022

Construction: August 2022

Substantial Completion: February 2023

ARPA Funds:

The Village is requesting \$70,000 from County ARPA funds.

Total Funding:

ARPA Funding: \$70,000

Village Funding: \$35,000

Impact/ Importance

The Village of Penfield is a community of 130 people in northeast Champaign County. It does not have a water tower and instead relies on a hydropneumatic tank to maintain proper pressure in the water distribution system. The hydropneumatic tank is original to the water treatment plant which was constructed in 1965. The water treatment plant filters and pumps were upgraded in 2012. The hydropneumatic tank has outlived its useful lifespan and needs to be replaced. If the tank were to fail, the Village's water distribution system would lose pressure and the community would be placed on a boil order.