

22-192

ORDINANCE

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes LaSalle County, Illinois, and

WHEREAS, the LaSalle County Board has developed a plan for the use of American Rescue Plan Act State And Local Fiscal Recovery Funds to support City of Mendota in continued efforts of State and Local Fiscal Recovery Funds through New Bathrooms and Park Equipment at Mendota Lake, and

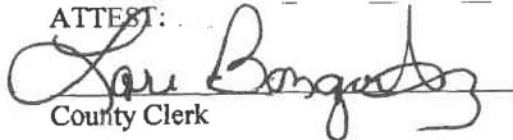
WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled as U.S. TREASURY FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL REPORT, and

WHEREAS, LaSalle County utilizes an outside consultant for advise on the expenditure of ARPA fund and that consultant, Bellwether, has opined that the use of ARPA funds for the listed project properly qualifies as a legitimate use of ARPA funds under the U.S. Treasury Rules and Guidelines set out above, and:

WHEREAS, the U.S. TREASURY FINAL REPORT states: "*Mitigating the impact of COVID-19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID-19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (e.g., monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID-19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations" and,*

NOW THEREFORE, the LaSalle County Board hereby ordains the following:

1. The above recitals are adopted and incorporated into this Ordinance.
2. The LaSalle County Board authorizes the allocation of up to One Hundred Fifty Thousand Dollars (\$150,000.00) of Regular American Rescue Plan Act, State and Local Fiscal Recovery funds for upgrades as described above, more particular description in the attached ARPA sub-recipient contract.
3. The use of all or part of these allocated funds shall be authorized after receiving sufficient proper documentation of expenditures by the City of Mendota.
4. The sub-recipient of these ARPA Funds is responsible for complying with any applicable laws, rules, and statues pertaining to the expenditure of public funds.

ATTEST:

County Clerk


COUNTY BOARD CHAIRMAN

DATED: 28th Day of October 2022

ARPA SUBRECIPIENT AGREEMENT

Between

LASALLE COUNTY, ILLINOIS

And

City of Mendota

THIS AGREEMENT is made between LaSalle County, a State of Illinois political subdivision (hereinafter "COUNTY"), and City of Mendota a non-profit entity/local government/private entity (hereinafter "RECIPIENT").

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (CSLFR) to be disseminated to local governments, non-profit entity/local government/private entity accordance with the ARPA; and

WHEREAS, the grand total allocation of ARPA funds to the COUNTY, as published by the US TREASURY, is \$21,111,474.43 and

WHEREAS, the RECIPIENT, a non-profit entity/local government/private entity, submitted a written request to the COUNTY for \$150,000.00 in COVID-19 relief funds to City of Mendota; and

WHEREAS, the COUNTY intends to allocate a portion of its ARPA funds to assist non-profit organizations/local government/private entities within LaSalle County that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARPA funds; and

WHEREAS, under section 602(c) (3) of the ARPA, the COUNTY may transfer funds to a private non-profit entity/local government/private entity for the purpose of meeting ARPA's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of ARPA funds, the US TREASURY published a document U.S. Treasury Final Rule; and

WHEREAS, the U.S. Treasury Final Rule states that recipients must demonstrate that funding uses directly address an allowable usage of CSLFR Funds impacted by COVID-19 public health emergency; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. **EFFECTIVE DATE AND TERM**

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. **GRAND TOTAL ARPA FUNDS TO BE DISSEMINATED TO RECIPIENT**

The grand total subaward of ARPA funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed \$150,000.00.

3. **LIMITATIONS REGARDING THE USE OF ARPA FUNDS**

The RECIPIENT shall ensure that all expenditures utilizing ARPA funds received in accordance with this Agreement shall be limited to only those ARPA eligible services outlined in the U.S. Treasury Final Rule which states that recipients must demonstrate that funding uses directly address an allowable usage impacted by the COVID-19 public health emergency.

4. **AGREED USE OF FUNDS**

The RECIPIENT shall utilize the awarded funds for New Bathrooms and Park Equipment at Mendota Lake, as per its ARPA application to the county for funds

5. **AGREED USE BUDGET OF FUNDS**

The RECIPIENT shall utilize the funding in the following manner and be paid for expenditures by the COUNTY upon proper and full documentation: New Bathrooms and Park Equipment at Mendota Lake as per their application, to the County

6. **REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA**

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY - while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement - the RECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

7. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT**

Upon the receipt of RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARPA expenditures therein within forty five (45) days of receipt of said reimbursement request. The dissemination of ARPA funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the RECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds within the ARPA.

8. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

9. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the RECIPIENT.

10. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

11. HOLD HARMLESS INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

12. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

13. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

14. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received six (6) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT
City of Mendota
800 Washington Street
Mendota, IL 61342

COUNTY
LaSalle County ARPA Coordinator
Attn: Sharon Wiley
707 Etna Road
Ottawa, IL 61350

15. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

16. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

17. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

18. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

19. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in LaSalle County, Illinois.

20. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112,

as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency have jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 9th day of November, 2022.

RECIPIENT

City of Mendota

LASALLE COUNTY, ILLINOIS
BY LASALLE COUNTY BOARD

EMILY McCONVILLE, City Clerk
Print Name and Title

Donall Jensen
Don Jensen, Chairperson

[Signature] 11/9/22
Signature Date

ATTEST:
Lori Bongartz
Lori Bongartz, LaSalle County Clerk