

**RESOLUTION NO. 040323R**

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF OGLESBY  
TO EXECUTE AN ARPA SUBRECIPIENT AGREEMENT  
BY AND BETWEEN LASALLE COUNTY, ILLINOIS AND THE  
CITY OF OGLESBY FOR THE CITY'S SEWER SEPARATION PROJECT**

WHEREAS, the CITY OF OGLESBY furnishes sanitary sewer service to its residents; and

WHEREAS, the CITY OF OGLESBY has been seeking funding to assist with a sewer separation project; and

WHEREAS, the COUNTY OF LASALLE, ILLINOIS has been allocated ARPA funds by the US TREASURY in the amount of \$21,111,474.43 and is authorized to disburse said funds to qualifying local governments; and

WHEREAS, the COUNTY OF LASALLE has determined that the CITY OF OGLESBY'S sewer separation project is an eligible use for a portion of said allocation; and

WHEREAS, the COUNTY OF LASALLE has agreed to award a portion of its allocated ARPA funds to the CITY OF OGLESBY in an amount not to exceed \$200,000.00 for the City's sewer separation project; and

WHEREAS, in order for formalize the acceptance of said award, the COUNTY OF LASALLE is requiring the City to enter into an ARPA SUBRECIPIENT AGREEMENT,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF THE CITY OF OGLESBY, AS FOLLOWS:

1. The recitals contained in the preamble to this Resolution are

incorporated by reference as if set out in full herein.

2. The Mayor of the City of Oglesby is hereby authorized to execute said ARPA SUBRECIPIENT AGREEMENT with LASALLE COUNTY, ILLINOIS (a copy of which is attached hereto and made a part hereof).

3. This Resolution will be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oglesby, LaSalle County, Illinois, by an aye and nay roll call vote this 3<sup>rd</sup> day of April, 2023.

TERRY EUTIS	_____	AYE;	_____	NAY;	<u>  X  </u>	ABSENT;	_____	PASS
JASON CURRAN	<u>  X  </u>	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
JAMES CULLINAN	<u>  X  </u>	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
THOMAS ARGUBRIGHT	<u>  X  </u>	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
DOMINIC RIVARA	<u>  X  </u>	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS

**APPROVED:**

*Dominic Rivara*

\_\_\_\_\_  
DOMINIC RIVARA, Mayor

*Amy Eitutis*  
\_\_\_\_\_  
AMY EITUTIS, City Clerk

## ARPA SUBRECIPIENT AGREEMENT

Between

LASALLE COUNTY, ILLINOIS

And

City of Oglesby

**THIS AGREEMENT** is made between LaSalle County, a State of Illinois political subdivision (hereinafter "COUNTY"), and City of Oglesby a nonprofit 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 in 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 \$313,080.90 and was awarded \$200,000.00 in COVID-19 relief funds to City of Oglesby; and

**WHEREAS**, the COUNTY intends to allocate a portion of its ARPA funds to assist non-profit entity/local government/private entity 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 local government, 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 the 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 \$200,000.00.

**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 Sanitary Sewer Separation 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: for Sanitary Sewer Separation, 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 Oglesby  
110 East Walnut Street  
Oglesby, IL 61348

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 3<sup>rd</sup> day of April, 2023.

RECIPIENT

LASALLE COUNTY, ILLINOIS  
BY LASALLE COUNTY BOARD

Dominic Rivara

Print Name and Title

Don Jensen, Chairperson

Dominic Rivara

Signature

Date

ATTEST:

LaSalle County Clerk

