

12-1

RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF GENERAL ASSISTANCE

Whereas Sangamon County and Capital Township desire to bring the resources of Federal, State and Local government to relieve the suffering of as many indigent residents of Sangamon County at a single point of contact, and

Whereas Capital Township currently provides General Assistance Administration service for seven townships covering 66% of the residents of Sangamon County by budgeting over \$1 million in local tax dollars, and

Whereas Sangamon County operates a Community Resources Department to provide Assistance to over 9,000 Sangamon County residents who meet specific poverty guidelines and certain needs using over \$3.8 million of Federal and State funding, and

Whereas the joint operation of the Capital Township General Assistance office and the Sangamon County Community Resources Department will provide a one stop location for both Township General Assistance and programs provided by Community Resources Department for Sangamon County, including all Capital Township, residents, and

Whereas Capital Township has multiple open positions in its General Assistance Office including the Administrator's position which if not filled will generate significant cost savings by transferring the remaining Capital Township General Assistance Office employees under supervision and operation of the Sangamon County Department of Community Resources, and

Whereas the current Capital Township General Assistance Caseworkers will become part of the Sangamon County Department of Community Resources with minimal impact to those employees as the employees already use Sangamon County's Benefit Plans and Personnel Policies, and

Whereas the cost savings generated by the transfer along with the economy of scale achieved in jointly operating the General Assistance function would allow Capital Township to provide property tax relief for property taxes assessed in 2019 and payable in 2020 and future years without reducing the amount budgeted for direct client assistance.

Therefore Capital Township Board of Trustees in its regular session on September 30, 2019 and Sangamon County Board in its regular session on October 8, 2019 hereby approve the following intergovernmental agreement covering the integration of Capital Township GA Caseworkers into the Sangamon County Community Resources Department and the future administration of Capital Township General Assistance Services by Sangamon County effective November 1, 2019.

FILED

OCT 04 2019


Sangamon County Clerk

RECEIVED
2660

OCT 4 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

SANGAMON COUNTY AND CAPITAL TOWNSHIP
INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF GENERAL ASSISTANCE

This Agreement is entered into as an Intergovernmental Agreement between Sangamon County (The County) and Capital Township (the Township) for the shared use of General Assistance Caseworkers administering Capital Township’s General Assistance programs.

Purposes and Objectives. The purpose and objectives of this Agreement are as follows:

1. To provide a single point of contact for all residents of Capital Township to access financial assistance and job training programs available through both the Capital Township General Assistance Programs and the assistance provided by the programs of the Sangamon County Department of Community Resources.
2. To specifically reduce the costs to administer the Township’s General Assistance program and to take advantage of economies of scale offered by sharing administrative and supervisory personnel, occupancy cost, and support staff.

The Township and the County acknowledge their individual and mutual benefits and rights through this Intergovernmental Agreement and as further reflected in the Resolution to Authorize and Ratify the Execution of the Intergovernmental Agreement for Administration of General Assistance.

Powers. The parties acknowledge that this Agreement is entered into pursuant to the power and Authority in Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3 and the Illinois Township Act, 60 ILCS 1/70-50 and 60 ILCS 1/85-10 (d).

Pursuant to 60 ILCS 1/70-50, the Capital Township Supervisor is charged with the statutory obligation and rights to administer General Assistance. This Agreement is subject to the approval of each respective parties’ Governing Board.

Rights and Responsibilities.

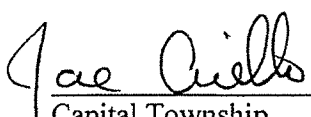
1. Capital Township agrees to pay Sangamon County \$12,500 per month to administer Capital Township’s General Assistance Programs. The monthly administrative fee is a reduction from the personnel costs previously incurred by Capital Township in providing a fully staffed general assistance office, including 2 management and administrative positions.
2. Capital Township will pay licensing fees on the General Assistance software currently used in administering the General Assistance program until the end of the agreement.
3. Sangamon County shall receive, review, and process GA applications from Capital Township residents in compliance with the applicable GA statutory procedures and the Workfare, Transitional, and Emergency Assistance Manual as adopted by Capital Township.

4. Capital Township will set a budget for each category of Assistance on an annual basis that Sangamon County will be subject to while carrying out duties under this Agreement.
5. Sangamon County will weekly provide the Township Supervisor a report of the general assistance payments to be made to or on behalf of the approved Capital Township clients.
6. Sangamon County agrees to notify the Supervisor of Capital Township or his designee of any complaints received from applicants by the end of business on the following business day.
7. If Capital Township disagrees with any GA expenditure approved or denied by a Sangamon County employee on behalf of Capital Township for an applicant on the basis of the amount or qualification of the recipient, the Capital Township Supervisor may dispute such matter by presenting the nature and details of such disagreement in writing to the Sangamon County Department of Community Resources Administrator. The Township Supervisor and Sangamon County Department of Community Resources Administrator will meet and review the documentation to determine the appropriateness of the benefits approved or denied within 7 calendar days or on such date as is mutually agreed upon. Capital Township retains sole discretion to make final determinations of eligibility.
8. Sangamon County will retain ownership of all records gathered or collected by Sangamon County caseworkers or from the general assistance applicants while carrying out duties under this Agreement and retain those items in accordance with the requirements of the Local Records Commission.
9. Capital Township will be responsible for sending 1099's to vendors utilized by Capital Township.
10. Sangamon County will provide access for inspection during normal business hours by the Capital Township Supervisor and authorized agents to records retained on Sangamon County premises, that were gathered or collected by Sangamon County GA caseworkers from vendors or Capital Township's general assistance applicants while carrying out duties under this Agreement,. Copies of documents and records will be provided by Sangamon County to Capital Township should they be requested.
11. All Freedom of Information Act (FOIA) requests for information regarding Capital Township GA received by Sangamon County will be copied to the Capital Township Supervisor. Sangamon County will provide the information according to FOIA law and Capital Township will not be charged a fee for providing FOIA responses. Sangamon County is required to notify Capital Township of FOIA requests received that require a response from Capital Township, by the end of the business day on which the applicable FOIA request is received.
12. Sangamon County will monthly provide statistical reports, in a form and type as mutually agreed upon to the Supervisor of Capital Township.
13. For notification purposes, the Township Supervisor or his designee is the accepted person to which any formal or required notices must be provided and the County Administrator or his designee is the accepted person for any formal or required notice to Sangamon County.

- 14. Capital Township will provide and pay for its own audit of any of the services provided pursuant to this Agreement. Should any losses pursuant to negligence or other mishandling by County GA workers be proven by the audit, the County shall reimburse the Township for its audit fees up to a maximum of the proven losses, or the total of the losses should they be more than the audit fees.
- 15. To the extent allowable by law, Sangamon County shall defend and hold harmless Capital Township against any and all claims, demands, and causes of action arising out of or connected with the County's performance pursuant to this Agreement and shall indemnify Capital Township for any costs, expenses, fees, fines, or damages resulting there from (including all court costs, fees, and reasonable attorneys' fees).
- 16. To the extent allowable by law, Capital Township shall defend and hold harmless Sangamon County against any and all claims, demands, and causes of action arising out of or connected with Township's actions which prevent the County from adequately performing under this Agreement and shall indemnify Sangamon County for any costs, expenses, fees, fines, or damages resulting there from (including all court costs, fees, and reasonable attorneys' fees).
- 17. Either party may terminate this Agreement at any time without cause upon not less than 90 days or not more than 180 days written notice to the other party.

Duration of Agreement. This Agreement shall take effect upon execution by the authorized representatives of both parties for the term of November 1, 2019 through August 31, 2021, and shall renew automatically for terms of two (2) years unless either party provides notice to the other in accordance with item 17 above. This Agreement may be renewed to coincide with the next fiscal year, beginning September 1, 2021, or as otherwise mutually agreed upon in writing by the parties.

Executed, adopted, and approved by Capital Township and Sangamon County by the undersigned officials



 Capital Township
 Supervisor

 Sangamon County Board
 Chairman

9-30-2019

 Date

 Date