

13-1

**RESOLUTION APPROVING A
SUCCESSOR (SECOND) INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF GENERAL ASSISTANCE**

Whereas, in August of 2019, Sangamon County and Capital Township entered into an agreement entitled “Sangamon County and Capital Township Intergovernmental Agreement for Administration of General Assistance” (the “2019 IGA”); and

Whereas, the term of the 2019 IGA is September 1, 2019, through August 31, 2021; and

Whereas, through the 2019 IGA, the resources of Federal, State and Local government were brought together to relieve the suffering of as many indigent residents of Sangamon County at a single point of contact in 2019 and 2020; and

Whereas, Capital Township provides General Assistance Administration services for seven townships covering 66% of the residents of Sangamon County using local tax dollars; and

Whereas Sangamon County operates a Community Resources Department to provide Assistance to Sangamon County residents who meet specific poverty guidelines and certain needs using Federal and State funding; and

Whereas, the joint operation of the Capital Township General Assistance office and the Sangamon County Community Resources Department pursuant to the 2019 IGA provides a one stop location for both Township General Assistance and programs provided by Community Resources Department for a large percentage of Sangamon County residents; and

Whereas, the joint operation of the offices resulted in a significant reduction of administrative cost of the Township general assistance programs without a reduction in service, and

Whereas, the joint operation of the office allowed for many residents to receive greater benefits during the COVID 19 pandemic than would have been provided by local programs, which demonstrates the strength of joint operations to respond to changing needs: and

Whereas, the objectives of easing access to services and reducing costs which were the impetuses of the 2019 IGA have been realized, and the County and Township desire to work together to continue to realize these benefits.

Wherefore, Capital Township Board of Trustees in session August 9, 2021, and Sangamon County Board in session August 10, 2021, hereby approve the following intergovernmental agreement covering the continued operation of Capital Township General Assistance program by the Sangamon County Community Resources Department.

FILED

AUG 06 2021

Don J. Hayes
Sangamon County Clerk

SANGAMON COUNTY AND CAPITAL TOWNSHIP
(SECOND) SUCCESSOR 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), and specifically by and through the Capital Township Supervisor’s Office and the Sangamon County Department of Community Resources 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 program 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 acknowledges their individual and mutual benefits and rights through this Intergovernmental Agreement and as further reflected in the Resolutions authorizing its execution.

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 organization’s Governing Board.

Rights and Responsibilities.

1. Capital Township agrees to pay Sangamon County \$12,500 a month to administer Capital Township’s General Assistance Programs including services for other townships that Capital Township serves through intergovernmental agreement for the term of the agreement.

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 agrees to provide office hours for applicant intake at a mutually agreed location in Capital Township from 8:30 to 4:30 Monday thru Friday except on Holidays.
4. 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 and consistent with the Rodriquez Consent Decree to the extent required.
5. Capital Township agrees their assistance categories for which Sangamon County will provide assistance services will be: Transitional, Workfare, Rent, Utility and Food Assistance.
6. 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.
7. Capital Township authorizes Sangamon County GA caseworkers to make GA expenditures in a manner and in amounts consistent with the terms and responsibilities created by this Agreement, and based upon the information provided by the applicant, and otherwise available to the County GA caseworker at the time the application is received and approved. Sangamon County will notify applicants for assistance as to whether they qualify for assistance with either a written denial or a voucher that benefits have been given, within 10 business days from receipt of the application.
8. Sangamon County will weekly transmit a report of the general assistance payments to be made to or on behalf of the approved Capital Township clients.
9. Capital Township will be responsible to pay the vendor's and individuals listed on the weekly transmittal. The checks will then be returned to the County GA caseworkers for distribution.
10. Capital Township applicants will be subject to the same appeals process as Community Resources applicants for reviewing appeals for denied or suspended benefits.
11. Sangamon County agrees to notify the Supervisor of Capital Township or his designee via e-mail of any complaints or appeals received from applicants by the end of business the following business day.
12. If Capital Township disagrees with any GA expenditure approved or provided by a Sangamon County employee on behalf of a 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 provided within 7 calendar days or on such date as is mutually agreed upon. Liability of the Sangamon County caseworker's actions on behalf of

- Capital Township shall be the same as if the caseworker was an employee of Capital Township.
13. Sangamon County will retain ownership of all financial documents and other 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.
 14. Capital Township will be responsible for sending 1099's to vendors utilized by Capital Township.
 15. Sangamon County will be responsible for filing applicable employment documents for any Sangamon County GA caseworker who performs services for pursuant to this Agreement as required by applicable state and federal laws.
 16. Sangamon County will provide access 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 for inspection during normal business hours to Capital Township Supervisor, employees, officials and authorized agents. Cost of copies of documents and records will be reimbursed by Capital Township should they be requested.
 17. All Freedom of Information Act (FOIA) requests for information regarding Capital Township GA received by Sangamon County will be directed to the Capital Township Supervisor. Subject to approval from the Supervisor or as otherwise required by law, Sangamon County will provide the information at no cost. 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.
 18. Sangamon County will provide statistical reports, of a form and type as mutually agreed upon, via e-mail on a periodic basis to support information to be provided to the Supervisor of Capital Township.
 19. For notification purposes, the Township Supervisor or his designee, is the accepted person to which any formal or required notices must be provided.
 20. Capital Township will provide and pay for its own audit of any of the services provided pursuant to this Agreement.
 21. 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 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).
 22. 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 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)
 23. Either organization may terminate this Agreement at any time without cause upon 90 days' written notice to the other party.

24. Each organization acknowledges that this Agreement may be amended only in writing during the term of this Agreement as deemed necessary and mutually agreeable by the parties, subject to notice to each of the organizations representative to review, recommend, and approve any future amendments.

Duration of Agreement. The term of this Agreement is September 1, 2021, through August 31, 2026.

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

Capital Township
Supervisor

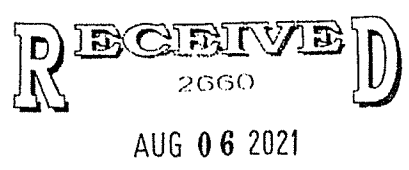
Sangamon County Board
Chairman

Date

Date

ATTEST:

County Clerk



Andy Goleman
SANGAMON COUNTY AUDITOR