

INTERGOVERNMENTAL AGREEMENT
FOR OPERATION OF
JOHN M. SCOTT HEALTH CARE PROGRAMS AND SERVICES

AGREEMENT MADE THIS 19th day of September, 2009, between the City of Bloomington, a municipal corporation of McLean County, Illinois as Trustee of the John M. Scott Health Care Trust ("City"); and the Town of the City of Bloomington, a duly created political Township under the statues of the State of Illinois ("Township")

WITNESSETH:

RECITALS

1. PURPOSE OF THE JOHN M. SCOTT TRUST.

Under the Estate of John M. Scott, deceased.....:

A provision was made for the benefit of local residents for health care that included certain provisions for the establishment of a health care facility and conferred upon the City of Bloomington certain obligations in the establishment of such program. The guidelines, limitations and provision of such obligations were finally established in Case No. 81 CH 135. In accordance with the Declaration of Trust, the City accepted its responsibilities as trustee of the John M. Scott Health Care Trust and, in furtherance of its role as trustee, operates the John M. Scott Health Resource Center programs an services.

2. AUTHORITY OF TOWNSHIP SUPERVISOR; SIMILARITY OF FUNCTIONS.

The Township, particularly the Township Supervisor, is by Sec. 70-50 of the township code, (60 ILCS 1/70-60) charged with the duty to administer the general assistance program in the Township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code. Both the City, under the Declaration of Trust and the Township under the Township Code perform similar functions and provide assistance to many of the same people.

3. FINDINGS OF TRUSTEE.

It is the determination of the City that the programs and services provided for in the Trust can best be delivered by utilizing the personnel in the office of the Supervisor of the Township, which political body is coextensive geographically with the City.

4. PRIOR AGREEMENT FOR BUILDING.

The Township and the City have previously entered into an intergovernmental agreement whereby the City will construct, at the Township's expense, a building on land owned by

the City, and the City will convey the underlying real estate to the Township for use, as Township offices, and said building will also serve as the offices for the John M. Scott Health Care Programs and Services.

5. EFFICIENT USE OF OFFICE SPACE.

The operation of the John M. Scott Trust Programs and Services in the same building as the Township offices will enable both agencies to make their services more conveniently available to their clients and to provide services more efficiently and at a lower cost through sharing of personnel, joint purchases and other techniques.

6. AUTHORITY FOR AGREEMENT.

(a) Parties to this Agreement derive their authority to enter into intergovernmental agreements from Article 7, Section 10 of the Constitution of the State of Illinois, which authorizes units of local government to contract and otherwise associate among themselves any manner not prohibited by law. Both the City and the Township are units of local government within the meaning of Article 7, Section 10 and the terms of this Agreement are not prohibited or otherwise restricted by law.

(b) Article VII of the Declaration of Trust empowers the City as Trustee to furnish services for the benefit of the trust and to be reimbursed for the cost thereof.

(c) Article X, Sec. 1 paragraphs (g) and (h) of the Declaration of Trust, empower the City as Trustee:

g. To employ attorneys, auditors, accountants, depositories, proxies and agents with or without discretionary powers; and

h. To take all other actions necessary in the discretion of the trustee to accomplish the purpose of the trust, provided that such action is authorized, expressly or implicitly, by the terms of the order or by law.

(d) Section 85-10(d) of the Township Code [60 ILCS 1/85-10(d)] authorizes the Township to "make all contracts necessary in the exercise of the Township's powers."

AGREEMENT

1. TRUSTEE APPROVAL.

Health care program sand services of the John M. Scott Trust subject to this Agreement will be as determined by the Trustee upon recommendation of the John M Scott Health Care Commission, which serves as the advisory body to the operation of this program. Such programs and services shall be submitted to the Township Supervisor for implementation.

2. TRUST EXPENSES

It is the intent of this agreement that all costs and charges incurred by the Township in respect to the operations of the Trust programs and services shall be borne by the Trust account of the said John M. Scott Estate Trust.

3. TOWNSHIP TO DELIVER SERVICES.

The City Council, acting as Trustee for the Estate and as the Board of Trustees of the City of Bloomington Township, hereby authorizes the Supervisor of the Township to operate and direct the programs and services, implement the guidelines, rules and regulations as may be adopted by the City, authorize the disbursement of funds or contractual services as provided herein.

4. ESTIMATE OF COSTS; BUDGET.

For the purpose of establishing an estimate of the personnel and other costs required, the Township Supervisor will prepare a budget for each Township fiscal year utilizing best estimates available as to the amount of time required by personnel and the actual costs of services, supplies, equipment and other overhead expense of the office of general assistance to provide the services to be delivered on behalf of the Trustee. Such budget shall be approved by the governing body for each governmental unit, which is to say the members of the Bloomington City Council in their capacity as City Council and as the Board of Town Trustees. It is contemplated that this budget shall be revised from time to time based upon the experience in actual operation of the program and delivery of services. Persons newly hired to perform services both for the City and Township shall be Township employees.

5. HEALTH CARE COMMISSION

The John M. Scott Health Care Commission is hereby designated by the City to oversee and serve in an advisory capacity to the Supervisor in the operation of the John M. Scott Health Care Trust programs and services which are the subject of this Agreement. The Commission, subject to approval of the City, shall establish guidelines for the disbursement of funds for the purpose of the Trust.

6. TRANSFER OF FUNDS.

The City agrees to transfer funds in an amount consistent with the budget to an account to be used by the Township Supervisor, which shall be a separate account under the name of John M. Scott Trust Account. The Township Supervisor may draw orders upon this account, and the use of the account, shall be as near as possible to the method used in the disbursement of funds for general assistance. Use of funds from this account shall be in accordance with Trust guidelines. The status of said account or accounts that may be established shall be reported by Supervisor to the Township Board of Trustees once each month, together with other Township funds. Both the City and Township agree to follow such accounting procedures as may be required by their respective auditors to assure proper controls on the funds advanced hereby.

7. MISCELLANEOUS EXPENSES

(a) Vans donated to or otherwise acquired by the John M. Scott Trust will continue to be titled under the name of J.M. Scott and the City of Bloomington. Such vans will continue to be fueled at the gas pumps of the City of Bloomington and the expense for such fuel will be charged to the Township, to be reimbursed by the Scott Trust.

(b) The City will provide computer services, including, but not limited to, such services as desktop hardware support, desktop productivity application support, workgroup and personal printer support, network file storage space with enterprise backup, networking hardware support, e-mail services and internet connectivity with virus scanning; the Township will reimburse the City of Bloomington for such services.

(c) The City will provide mowing to the Township lot and snow removal services for the Township parking lot; the Township will reimburse the City of Bloomington for such mowing and snow removal services.

8. SUPERVISOR STATURTOR DUTIES NOT AFFECTED.

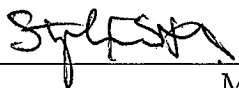
Nothing herein contained shall conflict with or be contrary to or limit the authority or obligations of the Supervisor of the Township and the conduct of the Supervisor's duties and control of the general assistance fund of the Township.

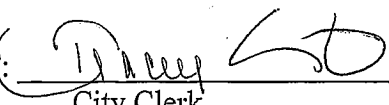
9. TERMS

This agreement shall be for an indefinite duration, but either party may terminate it by giving sixty (60) days written notice to the other party. Said termination shall not automatically terminate the position of any persons hired under this Agreement. Prior to termination of the Agreement, the City and Township shall meet and confer as to said employee's status after the end of this Agreement.

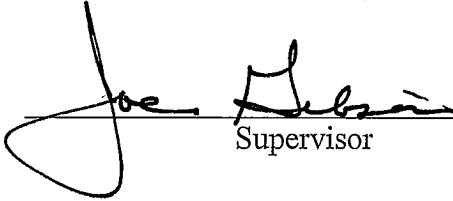
Executed this day of August 25, 2009.

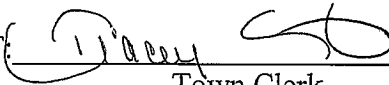
City of Bloomington, a municipal corporation

By: 
Mayor

ATTEST: 
City Clerk

Town of the City of Bloomington, a
governmental Township of the State of Illinois

By:  _____
Supervisor

ATTEST:  _____
Town Clerk