

RESOLUTION NO. 2021 - 01

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON TOWNSHIP AND VARIOUS RURAL MCLEAN COUNTY TOWNSHIPS FOR GENERAL ASSISTANCE ADMINISTRATIVE SERVICES

WHEREAS, the City of Bloomington Township (hereinafter “Township”) is a unit of local government operating under and pursuant to the Illinois Township Code; and

WHEREAS, the rural McLean County Townships (hereinafter “Rural”) are units of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the Township and the Rural (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE CITY OF BLOOMINGTON TOWNSHIP, ILLINOIS:

SECTION ONE: That the Supervisor be and she is hereby authorized to execute for and on behalf of the City of Bloomington Township, an Intergovernmental Agreement between the City of Bloomington Township and various rural McLean County Townships for General Assistance Administrative Services (hereinafter “Agreement”), a copy of said Agreement is marked as Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: The Agreement shall be effective upon both parties executing the Agreement and its terms shall replace and supersede the terms of any other agreements between the parties on the provision of the services covered.

SECTION THREE: That the Township Clerk be and she is hereby authorized and directed to attest the signature of the Supervisor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 22nd day of February, 2021.

APPROVED this 23rd day of February, 2021.

APPROVED:

Deborah L. Skillrud, Supervisor

ATTEST:

Leslie Yocum, Township Clerk

**EXHIBIT A
TOWN OF THE CITY OF BLOOMINGTON**

**INTERGOVERNMENTAL AGREEMENT WITH _____
FOR GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is between the Town of the City of Bloomington (hereinafter “TOWN”) and _____, (hereinafter “_____”), with both collectively referred to herein at times as the “Parties.”

RECITALS

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides additional powers to units of local government that work together; and

WHEREAS, the Boards of Trustees of the Parties have determined that it is in the best interests of the Parties to enter into the terms of this Agreement, as their respective General Assistance programs and taxpayers as a whole will benefit from its terms and the services contemplated.

NOW THEREFORE, in consideration of the mutual agreements contained herein and upon further consideration of the recitals herein set forth above, it is hereby agreed by and between the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section as if specifically stated herein.

Section 2. Term. This Agreement shall be effective upon the date of the final signature provided at the end of this Agreement (the “Effective Date”). Unless otherwise terminated by either party, this Agreement shall be effective for a term of one (1) year from the Effective Date and shall automatically renew for successive terms of one (1) year each. However, either party may notify the other in writing of their intent to cancel this Agreement at least ninety (90) days before the end of the applicable one (1) year term.

Section 3. Description of Services. TOWN shall provide the services/work to _____ as identified on the attached Exhibit A, which is incorporated herein as a part of this Agreement.

Section 4. Payment. For the work performed by TOWN Caseworker staff under this Agreement, the TOWN shall be paid for administrative services under Exhibit A. Invoices will be provided on a monthly basis. Invoices shall be due and payable within 45 days of submission.

Section 5. Default and Earlier Termination. Either party shall be in default if it fails to perform all or any part of this Agreement. The non-defaulting party shall notify the defaulting party of their default within five (5) business days of the instance(s) of default. If the defaulting party does not cure its default, then the non-defaulting party may terminate this Intergovernmental Agreement. If either party is in default, the other party may terminate this Agreement upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Agreement. In addition, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs.

Section 6. Indemnification. To the fullest extent permitted by law, _____ shall indemnify and hold harmless TOWN, its officers, officials, agents and employees from any and all claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with all of TOWN's operations and services performed under this Agreement, and shall indemnify the TOWN for any costs, expenses, fees, fines, or damages resulting therefrom, including all court costs, fees, and reasonable attorneys' fees. This indemnification and this section shall survive and extend to all claims occurring during and after this Agreement is terminated for any reason. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 7. General Liability Insurance. _____ shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$3,000,000.00. Certificates of insurance shall be provided to TOWN and TOWN shall be named as an additional insured under the policy.

Section 8. Representations of TOWN. TOWN hereby represents it is legally able to perform the work that is subject to this Agreement, subject to the limitations set forth in Exhibit A.

Section 9. Assignment/Amendment. Neither party may assign or amend this Agreement, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. TOWN and all work by its staff shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Records/Documentation. Any and all documents generated by the services provided by TOWN shall be the property of _____, including all records gathered and collected during such services. The TOWN agrees to house copies of those records at its offices, but all originals will be returned to _____ on a monthly basis. The Parties agree to work with each other on any request for documentation either receives pursuant to the Illinois Freedom of Information Act, ("FOIA"), (5 ILCS 140/1 et. seq.). However, _____ agrees to defend, indemnify, and hold harmless TOWN, and agrees to pay all reasonable costs connected therewith for TOWN, (including but not limited to reasonable

attorney's and witness fees, filing fees, and any other expenses), to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from any FOIA request in any way related to TOWN's services provided under this Agreement.

_____ SHALL be the party responsible for responding to any FOIA request regarding its General Assistance program, and the TOWN shall notify _____ as soon as possible of any such request received. The indemnification provision of this Section shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this agreement shall not be construed against or in favor of either party.

Section 14. Attorney Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 16. Counterparts/Authority. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. The individual(s) signing this Agreement hereby warrant and represent they have full authority from their governing boards to execute this Agreement.

Section 17. Severability. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if a provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

Section 18. Jurisdiction and Venue. Each party irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the Circuit Court of McLean County, Illinois, in any suit, action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment relating to this Agreement. With respect to such suit, action or proceeding, each party irrevocably waives to the fullest extent permitted by law, the right to object that such court does not have jurisdiction over such party or that the court is not the appropriate venue.

Section 19. Waiver. No provision of this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct, or course of dealing shall be deemed to constitute a waiver. No waiver by either party of any breach of this Agreement shall be deemed or construed to constitute a waiver of any other breach or as a continuing waiver of any breach.

TOWN OF THE CITY OF BLOOMINGTON

By: _____
Township Supervisor

By: _____
Township Supervisor

ATTEST:

By: _____
Township Clerk

By: _____
Township Clerk

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES/WORK PROVIDED

\$75.00 Initial General Assistance Appointment – phone or in-person required. Completion of questionnaire, preparation & distribution of application packet, application intake & supportive documentation, including services to acquire IDES (Illinois Department of Employment Security) and IDHS (Illinois Department of Human Services) documentation, communication with social services agencies, set-up of hardcopy and electronic case file specific to each applicant, appointment with Caseworker for determination of eligibility.

\$50.00 Monthly Redetermination with Workfare - intake of required monthly supportive documentation, appointment with Caseworker for monthly redetermination, and appointment with Workfare Coordinator for assignment and follow-up.

\$35.00 Monthly Redetermination without Workfare – intake of required monthly supportive documentation, appointment with Caseworker for monthly redetermination.

 Other – additional unexpected TOWN administrative services such as FOIA, (Freedom of Information Act), client appeals, etc. Additional fees will be discussed with Requesting Supervisor.

When the Supervisor of _____ (the “Requesting Supervisor”) requests the TOWN to assist in the timely administration of its General Assistance program, the Parties understand the above scope of services shall all be done in compliance with the applicable procedures set forth in the Public Aid Code, General Assistance Manual, and any relevant case law. The TOWN shall report to the Requesting Supervisor with its proposed actions and recommendations on each case.

If the Requesting Supervisor disagrees with any action or recommendation taken by the TOWN, the Requesting Supervisor and TOWN Supervisor shall review the relevant documentation to determine the appropriateness of the decision. Any change(s) shall be provided to the applicant/recipient, notifying them of their right to appeal any such change(s).

The parties acknowledge the TOWN does not have the authority to distribute General Assistance funds from the Requesting Supervisor’s Township under Illinois law. The final decision to distribute any funds rests with the Requesting Supervisor.