

FILED

JAN 06 2023

Don J. King
Sangamon County Clerk

AGREEMENT 12-1
BETWEEN SANGAMON COUNTY AND HEARTLAND HOUSED
FOR THE PURPOSE OF ADDRESSING HOMELESSNESS

THIS AGREEMENT by and between SANGAMON COUNTY, hereinafter called "the County," and HEARTLAND HOUSED, hereinafter called "Heartland", an Illinois not-for-profit corporation.

WHEREAS, homelessness is a serious problem throughout Springfield and Sangamon County;

WHEREAS, a broad cross section of local government, charitable, medical, and religious organizations recently developed a comprehensive plan to eliminate homelessness in Springfield and Sangamon County (the "Heartland Study" or the "Study"); and

WHEREAS, the Study concluded that a successful solution to homelessness will require the assistance and cooperation of various governmental, educational, medical, charitable, and religious institutions.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I
SCOPE OF WORK**

Heartland shall develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County. These initiatives are outlined further in the "Program of Work," attached hereto as Exhibit I.

Toward the performance of this program of work, Heartland agrees to provide technical, professional, and administrative assistance and support services as set forth below:

- A. With the advice and consent of Heartland's Board of Directors, prepare annual objectives and regular performance reports to the County based upon the Program of Work and mutually agreeable performance measurements.
- B. Maintain financial records (books, records, and supporting documents) its operations, all of which shall be available for review and audit by the County at all reasonable times.
- C. Heartland must be audited annually by an independent CPA, licensed in the State of Illinois, in accordance with auditing standards generally accepted in the United States. Heartland must provide to the County copies of its annual audit, along with any associated management letters and corrective actions for any reported findings or control weaknesses. Heartland must also respond to any questions the County may have regarding the audit and management letter.
- D. Heartland is required to establish a system of fiscal and administrative internal controls to ensure that its funds, property and other assets and resources are safeguarded against waste, loss, unauthorized use and misappropriation. The internal controls must ensure that Heartland's financial and administrative reports are reliable and its operations are efficient and effective. The County has the right to review and evaluate Heartland's system of internal and administrative controls.

Heartland shall work with the County to resolve any potential weaknesses identified in such evaluations in a mutually agreeable manner.

**ARTICLE II
PUBLIC COMMUNICATION**

It is recognized by the County that Heartland's work will, on occasion, need to be done in a private and confidential manner and can involve sensitive and confidential information about private businesses and private individuals. Heartland respects the inclusion of public funds in Heartland's effort and also recognizes that an informed public is in Heartland's best interests. As such, Heartland will adopt a formal plan for regularly providing public information, including public input, and will seek to engage the broad cross section of the community in its work.

**ARTICLE III
COMPENSATION TO HEARTLAND**

As set forth in the Heartland Plan, the City of Springfield, Capitol Township, and the County have agreed to provide initial annual funding for Heartland in the aggregate amount of \$625,000 and that these entities intend to continue funding at appropriate levels in the future years, adjusted for inflation and for normal staff compensation increases. As set forth in the Heartland Plan, the initial annual contribution to core staff expenses shall be contributed as follows: Sangamon County \$250,000, Capitol Township \$125,000, and the County \$250,000. The County's \$250,000 share of such initial funding shall be paid to Heartland in four (4) equal payments no later than the fifteenth (15th) day of the calendar quarter.

**ARTICLE IV
NOTICES**

Any notice, approval, acceptance, request, bill, demand or statement under the Agreement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a mailbox in a postage-prepaid envelope, addressed to the other party at the below address. Either party may, at any time, change that address by delivering or mailing, as mentioned, to the other party a notice stating the change and the changed address.

To the County:

Andy VanMeter
Sangamon County Board
200 S. 9th Street
Springfield, IL 62701

To Heartland:

Josh Sabo, Executive Director

with cc to:

Kim Luz
Chair, Board of Directors

ARTICLE V

TERM AND TERMINATION

The term of this Agreement shall be for the time period commencing _____, 2023, and ending _____, 202___. Either party in its sole discretion may suspend or terminate either party's performance under this Agreement upon ninety (90) days' written notice. Notwithstanding the foregoing, the County may suspend or terminate this Agreement on thirty (30) days' notice if the County notifies Heartland of a breach of this Agreement, and Heartland fails to cure said breach within fifteen (15) days of Heartland's receipt of said notice. In the event of such suspension or termination, Heartland is entitled to payment for any costs, expenses or damages other than that for work actually performed by Heartland prior to the effective date of the suspension or termination but shall refund any remaining funds from the quarterly payments previously paid by the County.

ARTICLE VI

NON-DISCRIMINATION

Heartland agrees to adhere to the provisions in the County's collective administrative rules relating to non-discrimination in employment, which shall constitute the affirmative action program of this Agreement.

ARTICLE VII

RELATIONSHIPS

The performance of Heartland's services under this Agreement shall be in the capacity of an independent contractor and not as an officer, agent or employee of the County.

ARTICLE VIII

APPLICABLE LAWS AND POLICIES

In the performance of this Agreement, Heartland shall abide by and conform to any and all laws of the United States and the State of Illinois.

ARTICLE IX

ASSIGNMENT

Heartland shall not assign this Agreement to any person, firm or corporation without the written consent of the County, nor shall this Agreement be assignable by any process or proceeding in court or by judgment execution, receivership, proceedings in insolvency or bankruptcy, either voluntary or involuntary.

ARTICLE X

CERTIFICATION

- A. Heartland certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-3 or 33E-4 of the Illinois Criminal Code.
- B. Heartland certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. Heartland has not entered into any agreement with the Department of Revenue for the payment of any taxes that are past due.

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**ARTICLE XI
ENTIRE AGREEMENT**

This Agreement represents the entire agreement of the parties and does not authorize an expenditure of County funds in excess of the amount authorized by the Sangamon County Board as described in Article III hereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on _____, 2023.

ATTEST:

SANGAMON COUNTY

By: _____
BRIAN McFADDEN
County Administrator

(Printed) _____
Sangamon County Board

HEARTLAND HOUSED

Kim Luz, Chairman of the Board

Val Yazell, Secretary of the Board

EXHIBIT I
PROGRAM OF WORK

To promote and benefit the common good and general welfare of people experiencing homelessness in Springfield and Sangamon County, Heartland shall:

- (a) provide leadership and coordination for a system to address homelessness in Springfield and Sangamon County⁽¹¹⁾;
- (b) provide staff support for the Heartland Continuum of Care and Crisis Response System Task Groups;
- (c) develop community wide standards for operating shelter, transitional housing, rapid rehousing, and permanent supportive housing;
- (d) build diversion strategies and resources and link to existing programs to support returning household to housing immediately;
- (e) develop practices to identify and link unsheltered Sangamon County residents to crisis and permanent housing and other needed resources;
- (f) ensure the community has access to data and analysis to ensure accountability for efforts to address homelessness;
- (g) serve as a resource for the Sangamon County, Sangamon County, and Capital Township for initiatives connected to addressing homelessness;
- (h) fulfill mandates of the Department of Housing and Urban Development through the CoC program and ensure successful grant applications for the NOFO process and other applicable available grants;
- (i) support the development of stable, effective, community-wide crisis housing that serves all homeless subpopulations and supports movement into housing;
- (j) provide community wide, strategically focused and prioritize supports for recently housed individuals to ensure housing stability; and
- (k) perform such other activities as determined by Heartland's the Board of Directors consistent with the foregoing.