

FILED

JAN 06 2023

Don J. Hays
Sangamon County Clerk

AGREEMENT 131
BETWEEN SANGAMON COUNTY AND HEARTLAND HOUSED
FOR THE PURPOSE OF PROVIDING STAFFING

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

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

WHEREAS, a broad cross section of local government, charitable, medical, and religious institutions have recently completed a comprehensive plan to reduce or eliminate homelessness in our community ("the Heartland Study" or "the Study"); and

WHEREAS, Heartland has been formed to develop and implement comprehensive strategies to reduce or eliminate homelessness in our community; and

WHEREAS, the Study concluded that a successful solution to this homelessness issue will require the assistance and cooperation of governmental, educational, charitable, and religious institutions; and

WHEREAS, the Study concluded that Heartland needs professional staff to accomplish its goals and objectives; and

WHEREAS, Heartland lacks professional expertise in employment matters and seeks to minimize its human resources overhead costs so as to maximize funding directed to providing services to the homeless; and

WHEREAS, the County has expertise in recruiting and hiring qualified staff and providing such staff to work at the direction of other multi-organizational and multi-jurisdictional organizations such as the Regional Planning Commission.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I
PROGRAM OF WORK**

Heartland and the County are also parties to an "Agreement Between Sangamon County and Heartland Housed for the Purpose of Addressing Homelessness" dated _____, 2023, which describes the "Program of Work" Heartland will provide to reduce and/or eliminate homelessness in Springfield and Sangamon County.

**ARTICLE II
STAFFING**

Not less than forty-five (45) days following the execution of this Agreement, Heartland will submit a staffing needs proposal to the County which will include a job description for each position identified as well as the proposed compensation for each position. Thereafter, Heartland shall submit its staffing needs proposal to the County by September 1 each year. All staffing and staff compensation shall require the mutual agreement of the County and Heartland. For purposes of Heartland's payment to the County as described in Article V hereof, before any

employee hiring, the County will provide Heartland with the total estimated cost, including all benefits, for each staff position as well as the estimated cost of IT support for all staff assigned to Heartland.

Heartland's Executive Director and other Heartland staff will be County employees who will be entitled to the rights, protections, and benefits available to all County employees and subject to all County rules and regulations governing County employees.

Heartland will be responsible for recruiting candidates for Heartland staff positions. All hiring, employee discipline, and termination of employment of staff assigned to Heartland, including the Executive Director, will require County approval but will be based on recommendations by Heartland's Executive Director and/or Heartland's Executive Committee. Notwithstanding the foregoing, the parties agree that Heartland must approve all staff assignments by the County.

**ARTICLE III
COMPENSATION TO HEARTLAND**

As set forth in the Heartland Study, the City of Springfield, Capitol Township, and the County have agreed to provide initial funding for Heartland's operational expenses in the aggregate amount of \$625,000 and that these entities intend to continue funding at appropriate levels in future years.

**ARTICLE IV
PAYMENT TO COUNTY**

Within _____ (_____) days of the end of each calendar year, the County will submit an invoice to Heartland for payment of the cost of providing the staffing described in Article II hereof. The invoice will be due and payable by Heartland within sixty(60) days.

**ARTICLE V
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 Van Meter, Chairman
Sangamon County Board
200 S. 9th Street
Springfield, IL 62701

To Heartland: Josh Sabo, Executive Director

With cc to: _____
Chair, Board of Directors

**ARTICLE VI
TERM AND TERMINATION**

The term of this Agreement shall be for the time period commencing _____, 2023, and ending _____, 202___. Either party in its sole may suspend or terminate this Agreement, upon ninety (90) days' written notice. Notwithstanding the foregoing, the County may suspend or terminate this Agreement on thirty (30) days' written 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 shall not be liable for any costs, expenses or damages other than compensation and benefits to the County employees assigned to Heartland for work actually performed prior to the effective date of the notice of suspension or termination. The County shall not be responsible for any costs, expenses or damages other than the portion of the Program of Work performed by Heartland prior to the notice of suspension or termination.

**ARTICLE VII
NON-DISCRIMINATION**

Heartland agrees to adhere to the provisions in the County's collective administrative rules relating to non-discrimination in any program or activity it conducts.

**ARTICLE VIII
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, subject to Article II hereof regarding the County providing employees to administer Heartland's programs.

**ARTICLE IX
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 X
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 XI
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. If Heartland has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that Agreement, it shall so state.

**ARTICLE XII
ENTIRE AGREEMENT**

The terms and provisions of this Agreement constitute the entire agreement between the parties regarding the County's provision of staffing for Heartland.

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

ATTEST:

SANGAMON COUNTY

HEARTLAND HOUSED

By: _____
BRIAN McFADDEN
County Administrator

By: _____
KIM LUZ
Board Chair

Secretary of the Board

VAL YAZELL
Secretary of the Board