

FILED

17-1

**JUN 09 2011 AN INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN SANGAMON COUNTY, ILLINOIS AND
THE SPRINGFIELD METRO SANITARY DISTRICT**

Joe Aiello
Sangamon County Clerk

This Agreement made this 15th day of APRIL, 2011, by and between Sangamon County, an Illinois unit of local government, and the Springfield Metro Sanitary District, another Illinois unit of local government to establish a rebate program to assist low income individuals, users of Sanitary District services, pay their District sewer bill.

This Agreement is made by authority of Article 7, Section 10 of the Illinois Constitution of 1970, and Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 020/1 et seq.).

WHEREAS, the Springfield Metro Sanitary District (the District) has been authorized by its Board of Trustees (the Trustees) to establish a Low Income Sewer Assistance Program (LISAP) which will provide rebates to assist low income individuals to pay their District sewer bill; and

WHEREAS, the Sangamon County Department of Community Resources (the Department) has been authorized by the Sangamon County Board (the Board) to establish a rebate program, subject to the desires of and funding provided by the District, to assist low income individuals to pay their District sewer bill; and

WHEREAS, the Trustees have authorized the the District to enter into an intergovernmental agreement with Sangamon County (the County) for the County, and more specifically the Department, to provide for the administration of such a LISAP program; and

WHEREAS, the Board has authorized the County to enter into an intergovernmental agreement with the District for the District to provide the funding, administrative assistance as the District sees fit, and basic guidelines of such program; and

WHEREAS, such an intergovernmental agreement is necessary to provide for the funding and administration of a LISAP program to assist low income individuals residing in the District to pay their District sewer bill; and

WHEREAS, the Department is responsible for administering a number of low income assistance programs as a primary part of its operations and is therefore the most apparently equipped entity to provide for the administration of the LISAP program; and

WHEREAS, the District shall appropriate to the County, for use by the County for the LISAP which is the subject matter of this agreement, and the County shall receive from the District, for such use and for the costs of the administration of the LISAP, approximately \$150,000 to provide for sewer charge rebate benefits of \$49.00 per household to provide relief for persons who have been determined by the Department to be low income, in accordance with standards that may be agreed upon from time to time by the Parties, following their application and approval by the the Sangamon County Department of Community Resources through April 30, 2012; and

WHEREAS, it is anticipated that the District will provide and the County will receive annual appropriations from the District to continue the LISAP into the future; and

WHEREAS, each party to this agreement shall adopt such rules and regulations as to it may ~~see~~ ^{deem} necessary to carry into effect the purposes of this intergovernmental agreement.

NOW THEREFORE, be it agreed by and between the parties hereto as follows:

1. That the District shall appropriate to the County, for use by the County for the LISAP which is the subject matter of this agreement, and the County shall receive from the District, for such use and for the costs of the administration, including legal fees incurred by the District, of the LISAP, approximately \$150,000 to provide for sewer charge rebate benefits of \$49.00 per household to provide relief for persons who have been determined by the Department to be low income, in accordance with standards that may be agreed upon from time to time by the Parties, following their application and approval by the the Sangamon County Department of Community Resources through April 30, 2012, and the parties hereto agree to perform all other acts by them required as above set forth, commencing with the execution of this agreement.

2. This Agreement shall be in effect until the District finds it no longer feasible to fund the program as contemplated herein, at which time the District and the County may agree to terminate it. Either party may also choose to terminate this agreement for convenience by providing notice of termination in writing to the other party with a 30-day notice of the date of termination. Upon the end of the business day upon which any such notice of termination is provided to the other party, the County and the Department shall cease taking applications but shall provide the appropriate benefit to all approved applicants to the extent the funding still exists, unless directed to do otherwise in writing by the District.

3. In the event that the parties agree to continue the LISAP beyond April 30, 2012, the District shall have the sole discretion to determine any annual amounts to be provided to the Department for the administration of the LISAP, and the District shall have the sole discretion to determine from time to time any amounts to be provided to approved low income user of District services.

4. In the event that one Party believes the other to be in default under this Agreement, that Party acting through its chief administrator or authorized designee, shall notify the other Party in writing and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement immediately by serving written notice on the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.

5. Any notice or communication permitted or required under the Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to District to:

Springfield Metro Sanitary District
Attention: Director/Engineer
3017 North Eighth Street
Springfield, IL 62707

If to County to:

Chairman of the County Board
Sangamon County Building
200 South Ninth Street
Springfield, Illinois 62701

With a copy to:

Stratton & Reichert
725 S. Fourth St.
Springfield, IL 62703

With a copy to:

Executive Director
Sangamon County Department of Community Resources
2833 South Grand Ave. East, Suite C100
Springfield, IL 62703

6. This Agreement shall be binding upon the successors and assigns of the District and the County and

their respective governing bodies.

7. This Agreement may not be amended except by means of written document, including an addendum, signed by authorized representatives of both the District and the County.

8. This Agreement shall be deemed dated and become effective on the date of the last signature of the Parties is set forth below by a duly authorized representative.

The Parties hereto, having full authority to enter into this Agreement, through the signatures affixed below, do hereby voluntarily and willfully agree to the terms and conditions stated herein.

Sangamon County, IL

By: *Paul J. Lopez*
Chairman

Attest: *Wyle Bevers*
Committee Member

Date: 4-15-11

SPRINGFIELD METRO SANITARY DISTRICT

By: *Richard Girth*
President

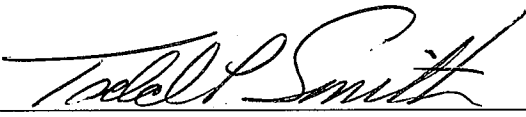
Attest: *[Signature]*
Clerk

Date: 4-26-11



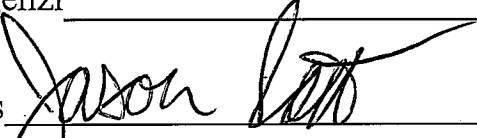
COMMUNITY RESOURCE COMMITTEE

Respectfully Submitted

Todd Smith  Chairman

John Davsko _____

Linda Fulgenzi _____

Jason Ratts 

Mike Sullivan 