

RESOLUTION No 5-1

WHEREAS, the Sangamon County Department of Community Resources (the Department) is seeking the approval of the Sangamon County Board (the Board) to establish a rebate program to assist low income individuals pay their sewer bill; and

WHEREAS, the Board is authorizing Sangamon County (the County) to enter into an intergovernmental agreement with the Sangamon County Water Reclamation District (the District); and

WHEREAS, such an intergovernmental agreement is necessary to fund a rebate benefit program to assist low income individuals pay their sewer bill; and

WHEREAS, the Sangamon County Department of Community Resources shall receive approximately \$220,000 from the District to provide water rebate benefits of \$90.00 or the amount approved by the Low-Income Sewer Assistance Program (LISAP) Board per household to provide relief payable to the District on behalf of income-eligible customers receiving and attending appointments at the offices of the Sangamon County Department of Community Resources; and

WHEREAS, it is expected that the Department will receive an annual appropriation from the District to continue the rebate program into the future; and

WHEREAS, in order to provide oversight of such a rebate program, facilitate community outreach and set policy direction, the Sangamon County Sewer Rebate Benefit Board is hereby created; and

WHEREAS, the Sangamon County Sewer Rebate Benefit Board shall consist of three members (a chairman and two members, with one being a member of the County Board) and will meet monthly; and

WHEREAS, the chairman of the Sangamon County Sewer Rebate Benefit Board shall receive compensation of three hundred twenty-five dollars (\$325.00) per meeting attended and the other two board members shall receive three hundred dollars (\$300.00) per meeting attended; and

Now, THEREFORE BE IT RESOLVED; by the members of the Board of Sangamon County, Illinois in session this 11th day of September, 2018 that the County is authorized to enter into an intergovernmental agreement with the District, establish a sewer payment relief program and that the Sangamon Community Sewer Rebate Benefit Board is hereby created.

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AUG 22 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

Respectfully submitted,

_____, Chairman

FILED

AUG 23 2018

Don / King
Sangamon County Clerk

water reclamation

Community Resources Committee

Diida L. Subenzi, Chairman

Jason Lott, Member

Lou Williams, Member

_____, Member

Smith, Member

_____, Member

RECEIVED
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AUG 22 2018

AN INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN SANGAMON COUNTY, ILLINOIS AND
THE SANGAMON COUNTY WATER RECLAMATION DISTRICT

Andy Goleman
SANGAMON COUNTY AUDITOR

This Agreement made this 15th day of September, 2018, by and between Sangamon County, an

Illinois unit of local government, and the Sangamon County Water Reclamation 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 Sangamon County Water Reclamation 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 standards agreed to herein and funding provided by the District, to assist low income individuals to pay their District sewer bill; and

WHEREAS, the Trustees have authorized 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 \$220,000 to provide for sewer charge rebate benefits of \$90.00 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 Sangamon County Department of Community Resources.

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 deem necessary to approve 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 \$220,000 to provide for sewer charge rebate benefits of \$90.00 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 Sangamon County Department of Community Resources 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 September 15, 2019, 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:

Sangamon County Water
Reclamation District
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:

With a copy to:

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

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.

9. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as worker's compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

10. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of all parties.

11. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

12. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

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

Chairman

Date:

Attest: _____
Committee Member

Sangamon County Water Reclamation District

Chairman

Date:

Attest: _____
Clerk