

DIVERNON AND CAPITAL TOWNSHIPS'
INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF GENERAL ASSISTANCE

This Agreement is entered into as an Intergovernmental Agreement between Divernon and Capital Townships, and specifically by and through the Capital and Divernon Township Supervisors, for the shared use of General Assistance caseworkers and for Capital Township to aid in the administration of General Assistance for Divernon Township.

Purposes and Objectives. The purpose and objectives of this Agreement are as follows:

1. to assist each Township in the cost-efficient administration of General Assistance (GA) benefits, and specifically that this Agreement will result in reduced costs for Divernon Township to administer its General Assistance program and increase customer service to its residents.
2. to assist Divernon Township in its administration of General Assistance through the use of Capital Township General Assistance caseworkers to provide uniform General Assistance casework file management.

Each Township acknowledges its individual and mutual benefits and rights through this Intergovernmental Agreement and as further reflected in the Resolution to Authorize and Ratify the Execution of Divernon and Capital Township's Intergovernmental Agreement for Administration of General Assistance.

Powers. The parties acknowledge that this Agreement is entered into pursuant to the power and Authority in section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3 and the Illinois Township Act, 60 ILCS 1/70-50 and 60 ILCS 1/85-10 (d).

Pursuant to 60 ILCS 1/70-50, the Divernon Township Supervisor and Capital Township Supervisor each are charged with the statutory obligation and rights to administer General Assistance. This agreement is subject to the approval of each respective Township supervisor. Each respective Township board may also ratify this agreement.

Rights and Responsibilities.

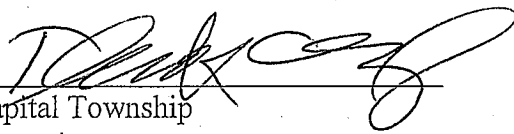
1. Capital Township agrees to provide office hours for Divernon Township applicant intake at 901 S. 11th Street Springfield, IL 62701 from 8:30 to 4:30 Monday thru Friday except on Holidays.
2. Divernon Township agrees to pay Capital Township a fee of \$20 per applicant seen by the Capital Township GA caseworker for processing of vouchers and payments to vendors on cases seen at the Divernon Township office.
3. Divernon Township will pay Capital Township an applicant fee of \$15 and a processing fee of \$20 for each Divernon Township applicant processed at the Capital Township office, for a total fee of \$35 per application.
4. Capital Township shall receive, review, and process Divernon Township GA applications in compliance with the applicable GA statutory procedures and the Emergency Assistance Manual as adopted by Divernon Township and consistent with the Rodriquez Consent Decree to the extent required.

5. Divernon Township agrees their assistance categories for which Capital Township will provide GA will be Rent, Utilities & Perishable Food Vouchers.
6. Divernon Township will set a budget for each category of Assistance on a per month basis that Capital Township will be subject to while carrying out duties under this Agreement.
7. Divernon Township authorizes Capital Township GA caseworkers to make GA expenditures in a manner and in amounts consistent with the terms and responsibilities created by this Agreement, and based upon the information provided by the applicant, Divernon Township, and otherwise available to the Capital Township GA caseworker at the time the application is received and approved.
8. Capital Township will notify Divernon Township applicants for assistance as to whether they qualify for assistance with either a written denial or a voucher that benefits have been given, within 10 business days from receipt of the application.
9. Divernon Township applicants will be subject to the same appeals process as Capital Township for reviewing appeals for denied or suspended benefits.
10. Capital Township agrees to notify the Divernon Township Supervisor via e-mail of any complaints or appeals received from Divernon Township applicants by the end of business the following business day.
11. If Divernon Township disagrees with any GA expenditure approved or provided by a Capital Township GA caseworker on behalf of Divernon Township for an applicant on the basis of the amount or qualification of the recipient, the Divernon Township Supervisor may dispute such matter by presenting the nature and details of such disagreement in writing to the Capital Township Supervisor. The Township Supervisors and GA Supervisors of both townships will meet and review the documentation to determine the appropriateness of the benefits approved or provided within 7 calendar days or on such date as is mutually agreed upon. Liability of the Capital Township GA caseworker's actions on behalf of Divernon Township shall be the same as if the caseworker was an employee of Divernon Township.
12. Divernon Township will reimburse Capital Township on a monthly basis the amount of assistance and fees charged by the end of the following calendar month.
13. Capital Township will retain ownership of all financial documents and other records gathered or collected by Capital Township GA caseworkers from Divernon Township or Divernon Township's general assistance applicants while carrying out duties under this Agreement and retain those items in accordance with the requirements of the Local Records Commission.
14. Capital Township will be responsible for sending 1099's to vendors utilized by Capital Township and other applicable employment documents for any Capital Township GA caseworker who performs services for Divernon Township pursuant to this Agreement as required by applicable state and federal laws.
15. Capital Township will provide access to records retained on Capital Township premises that were gathered or collected by Capital Township GA caseworkers from Divernon Township or Divernon Township's general assistance applicants while carrying out duties under this Agreement for inspection during normal business hours to Divernon's Township Supervisor, employees, officials and authorized agents. Cost of copies of documents and records will be reimbursed by Divernon Township should they be requested.

16. All Freedom of Information Act (FOIA) requests for information regarding Divernon Township GA received by Capital Township will be directed to the Divernon Township Supervisor. Subject to approval from the Divernon Township Supervisor or as otherwise required by law, Capital Township will provide the information at a rate of cost the same as in #2 above and the cost of copies in order to comply with the request. The Divernon Township Supervisor is required to notify Capital Township of FOIA requests received by Divernon Township that require a response from Capital Township, by the end of the business day on which the applicable FOIA request is received.
17. Capital Township will provide statistical reports, of a form and type as mutually agreed upon, via e-mail on a periodic basis to support information to be provided to the Board of Trustees of Divernon Township at their regular meetings.
18. For notification purposes, the Township Supervisor or each township, or his designee, is the accepted person to which any formal or required notices must be provided.
19. Divernon Township will provide and pay for its own audit of any of the services provided pursuant to this Agreement.
20. All amounts to be paid by Divernon Township to Capital Township pursuant to this Agreement shall automatically increase each December 1 by the amount of the applicable inflationary rate as calculated pursuant to Illinois's Property Tax Extension Limitation Law (PTELL).
21. To the extent allowable by law, Divernon Township shall defend and hold harmless Capital Township against any and all claims, demands, and causes of action arising out of or connected with this Agreement and shall indemnify Capital Township for any costs, expenses, fees, fines, or damages resulting there from (including all court costs, fees, and reasonable attorneys' fees).
22. Either township may terminate this Agreement at any time without cause upon 30 days' written notice to the other party.
23. Each township acknowledges that this Agreement may be amended only in writing during the term of this Agreement as deemed necessary and mutually agreeable by the parties, subject to notice to each of the townships and the right of each Township Supervisor to review, recommend, and approve any future amendments.

Duration of Agreement. This Agreement shall take effect upon written approval by the respective Township officials who executed this Agreement for the term of Sept. 16, 2013 through March 31, 2014. This Agreement may be renewed to coincide with the next fiscal year, ~~beginning March 1, 2014~~, or as otherwise mutually agreed upon in writing by the parties.


Executed, adopted, and approved by Capital Township and Divernon Township by the undersigned supervisors of General Assistance.



Capital Township
Supervisor

9-30-13

Date



Divernon Township
Supervisor

Sept. 16, 2013

Date