

37-1

**SANGAMON COUNTY DEPARTMENT OF COMMUNITY RESOURCES
LOW INCOME SEWER ASSISTANCE PROGRAM**

2019-20 VENDOR AGREEMENT

County of Sangamon, Illinois

Agreement Between
Sangamon County Department of Community Resources
(Department)
And
Curran-Gardner Townships Public Water District

The County of Sangamon, Illinois, acting by and through the Department, 2833 South Grand Ave. East, Suite C100, Springfield, IL 62703 and Curran-Gardner Townships Public Water District (Vendor), located at 3384 Hazlett Road, Springfield, IL 62707, hereby enter the following Agreement, effective December 1, 2019.

WHEREAS, the Department administers the Low Income Sewer Assistance Program (LISAP) on behalf of the Sangamon County Water Reclamation District (District) to users of District services as authorized by an Intergovernmental Agreement between the Department and the District; and

WHEREAS, the Department requires the cooperation of Vendor to provide for the most efficient delivery of benefits, in the form of billing credits, to eligible LISAP participants; and

WHEREAS, the Vendor is the actual billing agent for the District for the collection of user charges from customers residing in Curran-Gardener Township Public Water District of Sangamon County; and

WHEREAS, Vendor desires to provide its cooperation under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Article 1. Term and Scope of Agreement.

1.1 Term. The term of this Agreement shall be from December 1, 2019, through December 31, 2020, unless the Agreement is otherwise terminated as set forth herein.

FILED

DEC 02 2019

Don Hay
Sangamon County Clerk

RECEIVED
2660

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Andy Goleman
SANGAMON COUNTY AUDITOR

- 1.2 Renewal. This agreement will automatically review on an annual basis unless terminated as set forth in Article 2.
- 1.3 Entirety of Agreement. The terms and conditions of this Agreement along with applicable Administrative Rules of the Department and any documents expressly incorporated herein shall constitute the entire agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

Article 2. Termination.

- 2.1. Availability of Funds. This Agreement is subject to the availability of Department appropriation from the District or the availability of such District funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the District chooses not to or fails to make an appropriation of funds for the LISAP, or when the funds are exhausted.
- 2.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the District, the Department, or the Vendor upon thirty (30) days' written notice to the other party. The terminating party shall be entitled to performance by the other party under the terms of this Agreement up to the time of termination, unless the funds are exhausted.
- 2.3. Nonwaiver. Failure of either party to insist on performance of any terms or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 2.4. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortage, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

Article 3. Vendor and Billing Agent Responsibilities

- 3.1 Vendor Shall:
 - A. Accept payment from the Department for sewer assistance on behalf of eligible households.

- B. Post or credit the account of the customer within 30 days of receipt of the payment from the Department.
- C. Inform the Department of all clients' rejections and the reason(s) for rejection within 14 days of the date of rejection.
- D. Not charge the Department for late payment penalties, returned check charges, carting charges, or any other miscellaneous fees.
- E. Not treat households receiving assistance under this program adversely, under any circumstance, because of such assistance and not discriminate in cost of services provided against the eligible household on whose behalf payment is made.
- F. Not voluntarily terminate or cause to be terminated the supply of sewer services to LISAP-eligible households during the term of this agreement, under the following conditions are satisfied when:
 - 1. Vendor accepts the eligible household that meets normal credit Practices of the Vendor for program enrollment;
 - 2. The eligible household meets or exceeds all minimum payment responsibilities as required by LISAP program guidelines; and
 - 3. Vendor receive payment of or promise to pay program benefits from the Department.
- G. Refund any duplicate or erroneous payment to the Department within thirty (30) days of the required payment date.
- H. Notify the Department of any lack of information, inappropriate information, or past due payments owed to the Vendor by the Department no later than thirty (30) days of the required payment date.
- I. Notify the eligible household of the amount of payment received in the name of the household.
- J. Give requested information to the Department for the purposes of determining eligibility for the program upon receiving a written release from a LISAP applicant authorizing the Vendor to release customer account information to the Department.

3.2 Vendor and Billing Agent shall retain the right to:

- A. Reject or refuse service under this agreement to a program participant who fails to comply with the Vendor's normal and proper credit practices.
- B. Collect, subject to the Vendor's responsibilities under this agreement, amounts incurred by a customer prior to enrollment in the LISAP program and any additional amount owed by a customer to the Vendor above the allowable benefits under their normal credit practices.

Article 4. Department Responsibilities.

4.1 The Department shall:

- A. Provide the Vendor with the necessary and correct information for the Vendor and Billing Agent to directly credit a LISAP client's Vendor and Billing Agent account.
- B. Administer the District's LISAP program to facilitate Department's obligations imposed under Section 4.2 of this Agreement.

4.2 Department's Responsibilities. The Department shall:

- A. Determine eligibility of households and notify the Department and Vendor (written or Electronically) within (30) working days after documentation is completed for each eligible applicant.
- B. Provide the Vendor with the necessary and correct information for the Vendor to directly credit LISAP client's Vendor and Billing Agent account.
- C. Notify the Vendor of the amount of assistance the household is eligible to receive within 30 days of the household's application
- D. Pay a predetermined Direct Vendor Payment on behalf of the households.
- E. Provide to the Department and Vendor client information including any addition, deletions, or changes to an existing eligible client's status.
- F. Handle all documentation and payment for water/sewer utility providers with regard to all LISAP clients.

- G. Notify the Department of lack of information, inappropriate information or violation of this Agreement on the part of a Vendor, whether intentional or not, within thirty (30) days of discovery.
- H. Obtain a written release from each LISAP applicant authorizing the Vendor to release customer account information to Department for purposes of determining eligibility for the program.
- I. Monitor the Vendor's compliance with the terms of this Agreement.
- J. Provide Vendor with a list of eligible applicant households and total benefits available for each household that is a customer of the Vendor.

4.3 Responsibility for Payment. The Department shall make payment directly to Vendor under the terms of this of this Agreement.

Article 5. General Terms.

5.1 Agreement to Obey All Laws. Vendor shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, State, county, and local governmental agencies which in any manner affect the terms of this Agreement

5.2 Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.

5.3 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the appropriate State of federal court located in Sangamon County, Illinois.

5.4 Confidentiality. Each party shall protect the confidentiality of information provided by the other party or to which the receiving party obtains access by virtue of its performance under this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is

required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- 5.5 Fraud and Abuse. Vendor shall report to the Department any suspected financial fraud and abuse in the administration of LISAP as soon as Vendor learns of the suspected fraud and abuse of misconduct. Vendor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the Department. Vendor shall cooperate with all investigations of suspected fraud and abuse or misconduct by the Department.
- 5.6 Media Relations and Public Information. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department and the District. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department and the District.
- 5.7 Rules of Construction. Unless the context otherwise requires, or unless otherwise specified, the following rules of construction apply to this Contract:
- A. Provisions apply to successive events and transactions;
 - B. "Or" is not exclusive;
 - C. References to statutes and rules include subsequent amendments and successors thereto;
 - D. The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof;
 - E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
 - F. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), excepting County holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
 - G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;

H. Words in the plural which should be singular by context shall be so read, and vice versa; and

I. References to "Department" shall include any successor Department or agencies thereto.

5.8 Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provisions, term or conditions of this Agreement and this Agreement in its entirety shall be interpreted as far as possible to give effect to the parties' intent.

5.9 Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, provisions relating to confidentiality.

5.10 Enforcement. If any party to this Agreement, which shall include the District although not a signing party, brings suit or any other claim in any forum whatsoever against any other party to this Agreement in contradiction with the terms of this Agreement, or in order to enforce the terms of this Agreement, only a successful party shall be entitled to, in addition to any award by court or other authority, the payment, by the unsuccessful party, of all of the successful party's expenses in enforcing this Agreement or defending such suit, including but not limited to any court or other agency costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the Department and Vendor have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

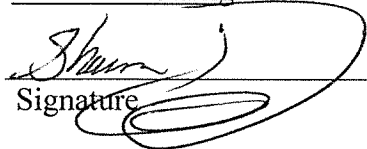
[Vendor]
Curran-Gardner
Township Public Water District

[LISAP Administrative]
Sangamon County Community Resources

By: _____

By: Sharmin Doering

Signature



Signature

Title: _____

Title: Executive Director

Date: _____

Date: _____

Sharmin Doering

From: Joel Benoit
Sent: Thursday, October 10, 2019 11:35 AM
To: Sharmin Doering
Subject: LISAP and Curran-Gardner
Attachments: doc04061820191010112952.pdf

Sharmin--

I decided to work on this while it was still fresh in my mind. Attached are my edits/questions regarding the Curran-Gardner agreement. I don't think we need to meet in person again, but I do want to discuss my edits/questions with you. Let me know when you are available to speak on the phone either this afternoon or tomorrow.

Joel

-----Original Message-----

From: postmaster@co.sangamon.il.us [mailto:postmaster@co.sangamon.il.us]
Sent: Thursday, October 10, 2019 11:30 AM
To: Joel Benoit <Joel.Benoit@co.sangamon.il.us>
Subject:

ECOSYS M3040idn
[00:17:c8:2c:a9:35]

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NOV 20 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

Sharmin Doering

From: Sharmin Doering
Sent: Tuesday, November 12, 2019 10:36 AM
To: Joel Benoit
Subject: RE: Curran-Gardner LISAP Contract

Hi Joel. Yes, I do agree.

-----Original Message-----

From: Joel Benoit
Sent: Tuesday, November 12, 2019 9:56 AM
To: Sharmin Doering <Sharmin.Doering@co.sangamon.il.us>
Subject: RE: Curran-Gardner LISAP Contract

Sharmin---You and I went through my final edits on this over the telephone on November 4. Then, you sent the revised and final version to the LISAP Board on the same day.

I did not go through it in detail again, but the attachment to your email to me of yesterday is not the same document that you sent the LISAP Board on the 4th.

Please take a look at the attachment to your Nov 4 email to the LISAP Board and see if you agree that that version is the final version.

Let me know.

Joel

-----Original Message-----

From: Sharmin Doering
Sent: Monday, November 11, 2019 9:42 AM
To: Joel Benoit <Joel.Benoit@co.sangamon.il.us>
Subject: FW: Curran-Gardner LISAP Contract

Hi Joel,

Would it be possible to review this for our meeting this Thursday. Otherwise, after I leave at the end of the year, there is no one who will be in my position, the client who is complaining about not getting her benefit will be instructed to call the county board office.

Thanks,
Sharmin

-----Original Message-----

From: Sharmin Doering
Sent: Thursday, October 31, 2019 4:36 PM