

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2021-053**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, AUTHORIZING AND APPROVING AN
AGREEMENT BETWEEN THE COMMUNITY ECONOMIC
DEVELOPEMNT ASSOCIATION OF COOK COUNTY AND
THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL
Alderman**

RESOLUTION NUMBER 2021-053

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE COMMUNITY
ECONOMIC DEVELOPEMNT ASSOCIATION OF COOK COUNTY AND THE CITY
OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City desires to contract with the Community and Economic Development Association of Cook County (“*CEDA*”) to participate in CEDA’s Low Income Household Water Assistance Program (“*LIHWAP*”) pursuant to an Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to enter into this agreement from CEDA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Mayor and Aldermen find and determine that the adoption of this Resolution is in the best interests of the City as well as in the best interests of the public.

Section 3. The Agreement provided by CEDA regarding the LIHWAP, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

Section 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this **23rd** day of **November, 2021**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on **November 23, 2021**.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
23rd day of **November, 2021**.

RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

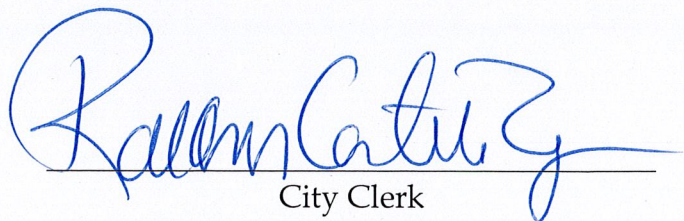
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTIONS: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY ILLINOIS AND THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.**

RESOLUTION NO. 2021-053 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **23rd day of November, 2021**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **23rd** day of **November, 2021**.

CORPORATE SEAL



City Clerk

Exhibit A

Agreement

(see attached)

SAMPLE VENDOR AGREEMENT- LIHWAP

This agreement, dated as of _____, is entered into by and between Community and Economic Development Association of Cook County (CEDA), (Agency), and _____, a supplier of home water and/or wastewater, (Vendor).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages and prevent disconnection or restore services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

CEDA (Agency) RESPONSIBILITIES

The CEDA shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

VENDOR RESPONSIBILITIES

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, reconnection fees, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit and/or to restore or prevent disconnection.
- Ensure that no household receiving assistance shall be treated adversely or charged additional fees.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.

- Make records available for review by authorized staff of the Illinois Department of Commerce and Economic Opportunity, Office of Community Assistance.

REQUIRED RECORDS FOR AUDIT PURPOSES

- The vendor will keep records showing the following:
 - Name and address of households who received assistance payments.
 - Amount of assistance to each household.
 - Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

CEDA (Agency)

Signature _____

Date _____

Printed Name _____

Name of Company _____

Vendor

Signature _____

Date _____

Printed

Name _____ Name

of Company _____ *The date of this agreement is December 6, 2021 through September 30, 2023*