



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board

March 2, 2021

7:00 PM

A G E N D A

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
 - A. Veterans Honor Roll – AA Michael J. Binkley
 - B. Immanuel United Church of Christ Streamwood
 - C. Bank Avenue Day Camp
 - D. Schaumburg Jaycees
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Trustees’ Committee Reports
 - E. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Regular Meeting Minutes of February 16, 2021
 - B. Executive Session Minutes of February 16, 2021
 - C. Resolution to Approve a Contract for Services for Senior Citizen Mental Health
 - D. Resolution to Approve a Contract for Services for the Home Delivered Meals Program
 - E. Resolution to Approve a Contract for Services for the Provision of Substance Abuse Prevention Services
 - F. Resolution to Approve a Contract for Services for the Provision of Alternative to Suspension Program
 - G. Resolution to Approve a Contract for Services for the Provision of a Bilingual Therapist
 - H. Resolution to Approve a Contract for Services for the Provision of Psychiatric Back-Up Services

**Our mission is to continuously improve the quality of life for Hanover Township residents.
Our vision is a better life through leadership, innovation, and diversity.**

- I. Resolution Declaring March as Problem Gambling Awareness Month in Hanover Township
 - J. Resolution Regarding the Consideration of Closed Session Minutes
 - K. Resolution to Approve Destruction of Verbatim Records of Closed Session Meetings
 - L. Consideration of the Sale of the Mental Health Resource Center located at 1535 Burgundy Parkway, Streamwood, Illinois
 - M. Approval of Moving the March 16, 2021 Township Board Meeting to March 23, 2021
-
- IX. Executive Session
 - X. Other Business
 - XI. Adjournment



VETERANS HONOR ROLL

**WE ARE PROUD TO HONOR THOSE WHO
HAVE SERVED US SO VALIANTLY**

NAME: Michael J BINKLEY
ADDRESS: 104 VALLEY ST
CITY/ZIP CODE: BARTLETT, IL 60103
PHONE #: 630 890 5077
DATE OF BIRTH: 4/18/1953
BRANCH OF SERVICE: US NAVY
HIGHEST RANK ATTAINED: E2
YEARS OF SERVICE: FROM 1971 TO 1975
MEDALS AWARDED OR OTHER CITATIONS:
NATL DEFENSE SECURITY MEDAL
MERITORIOUS UNIT COMMENDATION
INJURIES: _____

Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,

Brian B. McGuire

Supervisor

Hanover Township
Board Audit Report
From 2/16/2021 - 3/1/2021

	<u>Total</u>
Total Town Fund	30,386.96
Total Senior Services Fund	19,119.69
Total General Assistance Fund	3,511.16
Total Road Maintenance Fund	3,958.16
Total Mental Health Board Fund	12,567.94
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	725.00
Total Capital Fund	
 Total All Funds	 <u><u>70,268.91</u></u>

Supervisor

Trustee

Trustee

Town Clerk
Attest

Trustee

Trustee

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014430 · Computer Equipment & Software					
Check	02/26/2021	140492	ProxiT Technology Solutions	Inv# 21922 Monitor	197.50
Check	02/26/2021	140492	ProxiT Technology Solutions	Inv# 21829 Message Archiver	1,636.56
Total 1014430 · Computer Equipment & Software					1,834.06
Total 101CAP · Capital Expenditures					1,834.06
101CHN · Community Health					
1014453 · Printing					
Check	02/26/2021	140478	COTG	Inv# 2645186 Overage Copy Charges Feb 2021	2.73
Total 1014453 · Printing					2.73
1014459 · Professional Services					
Check	02/16/2021	140329	Alexian Brothers Health System	Inv# 4605342 Lab Services	48.11
Total 1014459 · Professional Services					48.11
1014461 · Miscellaneous					
Check	02/26/2021	140472	Life Line Screening	Event Refund	200.00
Total 1014461 · Miscellaneous					200.00
1014492 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	96.64
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 1014492 · Dental, Vision & Life Insurance					107.24
1014493 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	63.93
Total 1014493 · Unemployment					63.93
Total 101CHN · Community Health					422.01
101CVA · Community & Veteran Affairs					
101CMA · Community Relations					
1014617 · Equipment & Furniture					
Check	02/26/2021	140488	Leaf (618-009)	Inv# 11573232 Kyocera Copier Lease	97.44
Check	02/26/2021	140494	Staples	Inv# 3469228605 Office Chair	276.99
Total 1014617 · Equipment & Furniture					374.43
1014619 · Office Supplies					
Check	02/23/2021	140359	Staples	Inv# 3468404839 Wrist Support	13.99
Total 1014619 · Office Supplies					13.99

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
1014621 · Satellite Office Utilities					
Check	02/26/2021	140479	Com Ed 010	Acct# 6997418010 Monthly Charges 1/12-2/10	337.20
			Total 1014621 · Satellite Office Utilities		337.20
1014623 · Satellite Office Phone & Intrnt					
Check	02/23/2021	140344	Comcast (6276 IWC Internet)	Acct# 8771 20 032 0786276 Monthly Charges 2/4-3/3	203.35
			Total 1014623 · Satellite Office Phone & Intrnt		203.35
1014625 · Communications					
Check	02/23/2021	140343	Breese Journal & Publishing Company	Inv# 134551 Winter/Spring 2021 Newsletter Printing	7,155.90
Check	02/26/2021	140483	Easy Permit Postage	Hanover Happenings Postage	8,136.90
			Total 1014625 · Communications		15,292.80
1014692 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	179.82
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
			Total 1014692 · Dental, Vision & Life Insurance		190.42
1014693 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	33.36
			Total 1014693 · Unemployment		33.36
			Total 101CMA · Community Relations		16,445.55
			Total 101CVA · Community & Veteran Affairs		16,445.55
101ES · ES - Expenditures					
1014809 · Pre-Volunteer Screening					
Check	02/23/2021	140364	Physicians Immediate Care	Strmt# 4192002 Volunteer Screening	234.00
Check	02/23/2021	140365	Verify (XHANEM)	Inv# 1392481 Background Checks Jan 21	26.00
			Total 1014809 · Pre-Volunteer Screening		260.00
1014813 · Vehicle Fuel & Maintenance					
Check	02/23/2021	140366	Village of Hanover Park (Fuel)	Inv# 2020-00000574 Jan 2021 Fuel	501.70
			Total 1014813 · Vehicle Fuel & Maintenance		501.70
1014814 · Communications					
Check	02/23/2021	140363	Comcast (773 ES)	Acct# 877110083 0226773 ES Internet Charges 2/18-3/17	193.01
			Total 1014814 · Communications		193.01
1014892 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	124.00
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	8.48

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Total 1014892 · Dental, Vision & Life Insurance					132.48
1014893 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	16.12
Total 1014893 · Unemployment					16.12
Total 101ES · ES - Expenditures					1,103.31
101ISE · Insurance & Employee Benefits					
1014507 · Flex Plan & 457 Plan					
Check	02/26/2021	140482	CUNA Mutual Retirement Solutions	Acct# 476220316183108 Admin Fees	462.50
Total 1014507 · Flex Plan & 457 Plan					462.50
Total 101ISE · Insurance & Employee Benefits					462.50
101MAIN · Facilities Maintenance					
1014211 · Building Maintenance - Senior					
Check	02/23/2021	140350	Johnson Controls Security Solutions	Inv# 35477356 Quarterly Security Monitoring - Senior Center	255.00
Check	02/23/2021	140357	Orkin Pest Control 029 (Senior)	Inv# 208401101 Pest Control - Senior Center	92.53
Total 1014211 · Building Maintenance - Senior					347.53
1014212 · Building Maintenance - Astor					
Check	02/23/2021	140351	Johnson Controls Security Solutions	Inv# 34577043 Quarterly Security Monitoring - Astor Ave	255.00
Check	02/23/2021	140354	Menards - Hanover Park	Inv# 55748 Astor Ave Pantry Garage Shelving	59.88
Check	02/23/2021	140355	Menards - West Chicago	Inv# 22922 Pantry Garage Shelving	164.67
Total 1014212 · Building Maintenance - Astor					479.55
1014214 · Equipment Maintenance - Senior					
Check	02/23/2021	140356	Midwest Electrical Service Center	Inv# 85305 Kitchen Equipment Preventative Maintenance	140.00
Check	02/23/2021	140356	Midwest Electrical Service Center	Inv# 85433 Freezer Door Repairs	294.12
Total 1014214 · Equipment Maintenance - Senior					434.12
1014219 · Vehicle Fuel - Town					
Check	02/23/2021	140366	Village of Hanover Park (Fuel)	Inv# 2020-00000574 Jan 2021 Fuel	505.34
Total 1014219 · Vehicle Fuel - Town					505.34
1014221 · Cell Phone/Communications					
Check	02/16/2021	140335	Hanson, Caleb M.	Cell Phone Reimbursement Oct-Dec 2020	150.00
Total 1014221 · Cell Phone/Communications					150.00
1014292 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	363.39
Check	02/26/2021	140490	NCPERS	Billing# 5785092020 Monthly Premium	16.00
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	40.28

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
			Total 1014292 · Dental, Vision & Life Insurance		419.67
			1014293 · Unemployment		
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	77.83
			Total 1014293 · Unemployment		77.83
			Total 101MAIN · Facilities Maintenance		2,414.04
			101PAN · Pantry		
			1014161 · Utilities		
Check	02/23/2021	140345	Com Ed 016 (Astor)	Acct# 8584152016 Monthly Charges 1/6-2/4	607.29
			Total 1014161 · Utilities		607.29
			1014192 · Dental, Vision & Life Insurance		
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	112.63
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	13.95
			Total 1014192 · Dental, Vision & Life Insurance		126.58
			1014193 · Unemployment		
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	16.68
			Total 1014193 · Unemployment		16.68
			Total 101PAN · Pantry		750.55
			101THE · Town Hall Expense		
			1014402 · Telephone - Town		
Check	02/26/2021	140477	AT&T 803	Acct# 630 Z99-0161 803 2 Monthly Charges 1/17-2/16	43.79
Check	02/26/2021	140481	Comcast (728 Sr Ctr)	Inv# 117406555 Phone Service Monthly Charges 1/15-2/14	411.89
			Total 1014402 · Telephone - Town		455.68
			1014403 · Utilities - Town		
Check	02/23/2021	140347	Com Ed 006 (Town)	Acct 7826009006 Monthly Charge/Supply Services 1/5-2/3	744.22
			Total 1014403 · Utilities - Town		744.22
			1014416 · Equipment Rental - Town		
Check	02/26/2021	140488	Leaf (618-009)	Inv# 11573232 Kyocera Copier Lease - Main Copier	306.01
Check	02/26/2021	140488	Leaf (618-009)	Inv# 11573232 Kyocera Copier Lease - Passports	23.10
			Total 1014416 · Equipment Rental - Town		329.11
			Total 101THE · Town Hall Expense		1,529.01
			101TOE · Town Office Expense		
			1014401 · Postage		
Check	02/26/2021	140483	Easy Permit Postage	Postage Refil	1,998.90

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Check	02/26/2021	140488	Leaf (618-009)	Inv# 11573232 Contract Payment	157.85
Total 1014401 · Postage					2,156.75
1014404 · Office Supplies					
Check	02/26/2021	140494	Staples	Inv# 3469228472 Toner (2)	94.80
Check	02/26/2021	140494	Staples	Inv# 3469228471 Toner (6)	411.05
Check	02/26/2021	140494	Staples	Inv# 3469228470 Stapler/Display Tower	118.95
Total 1014404 · Office Supplies					624.80
1014532 · Committee on Youth					
Check	02/26/2021	140476	A1 Trophies & Awards	Inv# 16048 Name Badge (10)	79.90
Total 1014532 · Committee on Youth					79.90
1014534 · Passport Services					
Check	02/26/2021	140473	Stephanie Biedron	Expedited Passport Postage	25.00
Total 1014534 · Passport Services					25.00
1014592 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	358.91
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	41.51
Total 1014592 · Dental, Vision & Life Insurance					400.42
1014593 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	116.74
Total 1014593 · Unemployment					116.74
Total 101TOE · Town Office Expense					3,403.61
104ASR · Assessor's Division					
1044405 · Office Supplies					
Check	02/26/2021	140486	Image Systems & Business Solutions	Inv# 331218 Copy Charges 11/16-2/15	19.28
Total 1044405 · Office Supplies					19.28
1044492 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	383.52
Check	02/26/2021	140490	NCPERS	Billing# 5785092020 Monthly Premium	16.00
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	19.08
Total 1044492 · Dental, Vision & Life Insurance					418.60
1044493 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	47.92
Total 1044493 · Unemployment					47.92

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Total 104ASR · Assessor's Division					485.80
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094614 · Printing					
Check	02/26/2021	140495	TTSG Leasing	Inv# 57447 Copy Charges 1/13-2/12	32.89
Total 1094614 · Printing					32.89
1094618 · Psychiatric Backup					
Check	02/23/2021	140342	Alexian Bros (Psych Bkp) Behavior Health	Psychiatric Backup Dec 2020	405.00
Total 1094618 · Psychiatric Backup					405.00
1094628 · Tutoring					
Check	02/26/2021	140496	Verify (XHANOV)	Inv# 1388889 Background Checks (5)	90.00
Total 1094628 · Tutoring					90.00
1094692 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	369.22
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	37.10
Total 1094692 · Dental, Vision & Life Insurance					406.32
1094693 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	186.57
Total 1094693 · Unemployment					186.57
Total 109ADM · Administration & Clinical					1,120.78
109OUT · Outreach & Prevention					
1094792 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	212.96
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	24.55
Total 1094792 · Dental, Vision & Life Insurance					237.51
1094793 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	178.23
Total 1094793 · Unemployment					178.23
Total 109OUT · Outreach & Prevention					415.74
Total 109YFS · Youth & Family Services					1,536.52
Total 1014 · Town Fund - Expenditures					30,386.96
1104 · Aging Services - Expenditures					
1104ADM · Administration					

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
1104524 · Utilities					
Check	02/23/2021	140346	Com Ed 009 (Snr)	Acct# 7826010009 Monthly Charges 1/5-2/3	2,384.33
Total 1104524 · Utilities					2,384.33
1104527 · Equipment					
Check	02/16/2021	140340	Wells Fargo	Inv# 5013779557 Main Copier Payment February 2021	289.85
Total 1104527 · Equipment					289.85
1104533 · Printing					
Check	02/26/2021	140478	COTG	Inv# 2645186 Overage Copy Charges Feb 2021	149.19
Total 1104533 · Printing					149.19
1104592 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	188.75
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	24.55
Total 1104592 · Dental, Vision & Life Insurance					213.30
1104593 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	31.97
Total 1104593 · Unemployment					31.97
Total 1104ADM · Administration					3,068.64
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3680243 Congregate Food	17.75
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3687113 Congregate Food	129.48
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3688844 Congregate Food	113.76
Check	02/16/2021	140333	Get Fresh Produce, Inc	Credit# 450608 Inv# 3680243 Congregate Food	-17.75
Check	02/16/2021	140333	Get Fresh Produce, Inc	Credit# 139784 Inv# 3667967 Congregate Food	-0.01
Check	02/16/2021	140333	Get Fresh Produce, Inc	Credit# 451185 Inv# 3688844 Congregate Food	-11.50
Check	02/16/2021	140334	Gordon Food Service	Inv# 207905678 Congregate Food	815.07
Check	02/23/2021	140348	Gordon Food Service	Inv# 208047668 Congregate Food	528.53
Check	02/23/2021	140348	Gordon Food Service	Inv# 208112683 Congregate Food	500.11
Check	02/23/2021	140349	Highland Baking Company	Inv# 2421369 Congregate Food	32.17
Check	02/23/2021	140349	Highland Baking Company	Inv# 2422723 Congregate Food	25.62
Check	02/23/2021	140367	Get Fresh Produce, Inc	Inv# 3689597 Congregate Food	164.65
Check	02/23/2021	140368	Highland Baking Company	Inv# 2424030 Congregate Food	50.61
Check	02/23/2021	140368	Highland Baking Company	Inv# 2424580 Congregate Food	57.76
Check	02/26/2021	140475	Perri {1}, Marilyn	Cafe Food	36.76
Check	02/26/2021	140485	Gordon Food Service	Inv# 208187378 Congregate Food	678.43
Total 1105551 · Congregate Food					3,121.44
1105553 · Congregate Supplies					
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3687113 Congregate Supplies	35.70

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Check	02/16/2021	140333	Get Fresh Produce, Inc	Credit# 451185 Inv# 3688844 Congregate Supplies	-11.50
Check	02/16/2021	140334	Gordon Food Service	Inv# 207905678 Congregate Supplies	187.77
Check	02/23/2021	140348	Gordon Food Service	Inv# 208047668 Congregate Supplies	13.53
Check	02/23/2021	140348	Gordon Food Service	Inv# 208112683 Congregate Supplies	92.70
Check	02/23/2021	140367	Get Fresh Produce, Inc	Inv# 3689597 Congregate Supplies	23.80
Check	02/26/2021	140485	Gordon Food Service	Inv# 208187378 Congregate Supplies	106.22
Total 1105553 · Congregate Supplies					448.22
1105558 · Home Delivered Meals Food					
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3680243 HDM Food	17.75
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3687113 HDM Food	129.47
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3688844 HDM Food	113.76
Check	02/16/2021	140333	Get Fresh Produce, Inc	Credit# 450608 Inv# 3680243 HDM Food	-17.75
Check	02/16/2021	140334	Gordon Food Service	Inv# 207905678 HDM Food	815.07
Check	02/23/2021	140348	Gordon Food Service	Inv# 208047668 HDM Food	528.52
Check	02/23/2021	140348	Gordon Food Service	Inv# 208112683 HDM Food	500.10
Check	02/23/2021	140349	Highland Baking Company	Inv# 2421369 HDM Food	32.17
Check	02/23/2021	140349	Highland Baking Company	Inv# 2422723 HDM Food	25.62
Check	02/23/2021	140367	Get Fresh Produce, Inc	Inv# 3689597 HDM Food	164.64
Check	02/23/2021	140368	Highland Baking Company	Inv# 2424030 HDM Food	50.61
Check	02/23/2021	140368	Highland Baking Company	Inv# 2424580 HDM Food	57.76
Check	02/26/2021	140475	Perri {1}, Marilyn	HDM Food	36.76
Check	02/26/2021	140485	Gordon Food Service	Inv# 208187378 HDM Food	678.43
Total 1105558 · Home Delivered Meals Food					3,132.91
1105560 · Home Delivered Meals Supplies					
Check	02/16/2021	140333	Get Fresh Produce, Inc	Inv# 3687113 HDM Supplies	35.70
Check	02/16/2021	140334	Gordon Food Service	Inv# 207905678 HDM Supplies	187.77
Check	02/23/2021	140348	Gordon Food Service	Inv# 208047668 HDM Supplies	13.53
Check	02/23/2021	140348	Gordon Food Service	Inv# 208112683 HDM Supplies	92.70
Check	02/23/2021	140367	Get Fresh Produce, Inc	Inv# 3689597 HDM Supplies	23.80
Check	02/26/2021	140485	Gordon Food Service	Inv# 208187378 HDM Supplies	106.22
Total 1105560 · Home Delivered Meals Supplies					459.72
1105792 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	42.54
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	5.30
Total 1105792 · Dental, Vision & Life Insurance					47.84
1105793 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	79.83
Total 1105793 · Unemployment					79.83
Total 1104NUT · Nutrition					7,289.96
1104PRO · Enrichment Programs					

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
1104515 · Programming					
Check	02/16/2021	140332	Dance Alternatives, Inc.	Inv# HT01270203 Virtual Line Dance Classes 1/27 & 2/3	110.00
Check	02/23/2021	140358	Julie Ramirez	Inv# 21621 Senior Exercise Instruction 2/19-3/8	240.00
Check	02/23/2021	140358	Julie Ramirez	Inv# 21621 Zoom Reimbursement	19.99
Check	02/23/2021	140360	Susan Benjamin	Inv# 953 Senior Virtual Presentation - More Than Music Part 1 3/9/21	300.00
Check	02/26/2021	140480	Giuseppa Crisopulli	Cooking Class Instructor - Supplies	232.15
Check	02/26/2021	140489	Devona Murell	Card Making Class Instruction & Supplies	150.00
Total 1104515 · Programming					1,052.14
1104520 · Volunteer Services					
Check	02/16/2021	140337	Alan Lenoci	Home Delivered Meals Mileage Reimbursement Dec - Jan	88.62
Check	02/16/2021	140338	Charles Valerio	Home Delivered Meals Mileage Reimbursement 1/28-2/11	26.97
Check	02/16/2021	140339	Joanne Watson	Home Delivered Meals Mileage Reimbursement 1/11-2/8	32.48
Check	02/23/2021	140369	Janice Trinco	Home Delivered Meals Mileage Reimbursement 1/6-2/3	44.66
Check	02/26/2021	140471	Wayne Ruttenburg	Home Deliveres Meals Mileage Reimbursement Feb 2021	64.96
Total 1104520 · Volunteer Services					257.69
1104526 · Senior Newsletter					
Check	02/23/2021	140370	USPS	Club 59 Newsletter Postage May/June 2021	1,465.98
Total 1104526 · Senior Newsletter					1,465.98
1104532 · Visual Arts					
Check	02/23/2021	140352	Denise Laurin-Donatelle	Inv# 2521 Virtual Drawing Class - February 2021	240.00
Total 1104532 · Visual Arts					240.00
1104892 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	431.70
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	29.85
Total 1104892 · Dental, Vision & Life Insurance					461.55
1104893 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	113.85
Total 1104893 · Unemployment					113.85
Total 1104PRO · Enrichment Programs					3,591.21
1104SOC · Social Services					
1104519 · Senior Assistance					
Check	02/26/2021	140493	Squire Village	Utility Assistance	200.00
Total 1104519 · Senior Assistance					200.00
1104992 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	90.86
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Total 1104992 · Dental, Vision & Life Insurance					101.46
1104993 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	76.61
Total 1104993 · Unemployment					76.61
Total 1104SOC · Social Services					378.07
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	02/23/2021	140362	Insurance Program Managers Group	Vehicle Repair Overpayment Reimbursement	1,171.51
Check	02/23/2021	140362	Insurance Program Managers Group	Vehicle Repair Overpayment Reimbursement	329.13
Check	02/23/2021	140362	Insurance Program Managers Group	Vehicle Repair Overpayment Reimbursement	56.00
Check	02/23/2021	140362	Insurance Program Managers Group	Vehicle Repair Overpayment Reimbursement	338.50
Total 1104518 · Vehicle Maintenance					1,895.14
1104552 · Fuel					
Check	02/23/2021	140366	Village of Hanover Park (Fuel)	Inv# 2020-00000574 Jan 2021 Fuel	2,018.74
Total 1104552 · Fuel					2,018.74
1104692 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	684.37
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	57.75
Total 1104692 · Dental, Vision & Life Insurance					742.12
1104693 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	135.81
Total 1104693 · Unemployment					135.81
Total 1104TRN · Transportation					4,791.81
Total 1104 · Aging Services - Expenditures					19,119.69
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024202 · Office Supplies					
Check	02/16/2021	140341	Staples	Inv# 3468404626 Plastic Guard	92.19
Check	02/16/2021	140341	Staples	Inv# 3468404640 Folders	59.99
Check	02/16/2021	140341	Staples	Inv# 3468404645 Copy paper, Magazine Holder	102.70
Total 2024202 · Office Supplies					254.88
2024204 · Equipment					
Check	02/26/2021	140488	Leaf (618-009)	Inv# 11573232 Kyocera Copier Lease	106.23
Total 2024204 · Equipment					106.23

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
2024509 · Volunteer Appreciation					
Check	02/26/2021	140476	A1 Trophies & Awards	Inv# 16095 Volunteer Appreication Awards (9)	334.70
Total 2024509 · Volunteer Appreciation					334.70
2024592 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	248.18
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	19.25
Total 2024592 · Dental, Vision & Life Insurance					267.43
2024593 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	47.92
Total 2024593 · Unemployment					47.92
Total 2024ADM · Administration					1,011.16
2024HOM · Home Relief					
2024119 · Emergency Assistance					
Check	02/24/2021	5765	RMW Holding, LLC	Emergency Assistance	2,500.00
Total 2024119 · Emergency Assistance					2,500.00
Total 2024HOM · Home Relief					2,500.00
Total 2024 · Human Services - Expenditures					3,511.16
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034711 · Utilities					
Check	02/16/2021	140331	Com Ed 000 & 048 (R&B)	Acct# 0657043000 Monthly Charges 1/11-2/9	19.75
Check	02/26/2021	140491	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges 1/18-2/15	622.32
Total 3034711 · Utilities					642.07
3034792 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	90.86
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 3034792 · Dental, Vision & Life Insurance					101.46
3034793 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	100.07
Total 3034793 · Unemployment					100.07
Total 3034ADM · Administration					843.60
3034BLD · Buildings					
3034613 · Building Maintenance					

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Check	02/23/2021	140361	Webmarc Doors	Inv# 15010 Garage Door Tracks & Hinges Repairs	307.85
Total 3034613 · Building Maintenance					307.85
Total 3034BLD · Buildings					307.85
3034ROD · Road Maintenance					
3034603 · Fuel					
Check	02/23/2021	140366	Village of Hanover Park (Fuel)	Inv# 2020-00000574 Jan 2021 Fuel	1,337.69
Total 3034603 · Fuel					1,337.69
3034610 · Street Lighting					
Check	02/16/2021	140330	Com Ed 152	Acct# 0045120152 Monthly Charges 1/7-2/5	349.19
Total 3034610 · Street Lighting					349.19
Total 3034ROD · Road Maintenance					1,686.88
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Check	02/16/2021	140336	Kammes Auto & Truck Repair, Inc.	Inv# 133146 Truck# 505 Oil Leak Repairs	1,119.83
Total 3034609 · Maintenance Vehicles & Equip					1,119.83
Total 303EQM · Equipment					1,119.83
Total 3034 · Road Maintenance - Expenditures					3,958.16
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054592 · Dental, Vision & Life Insurance					
Check	02/26/2021	140484	Euclid Managers	Acct 5641581 Monthly Premium	167.53
Check	02/26/2021	140497	Vision Service Plan	Acct# 30070457 Monthly Premium	13.95
Total 5054592 · Dental, Vision & Life Insurance					181.48
5054593 · Unemployment					
Check	02/26/2021	140487	Illinois Counties Risk Management Trust	Inv# RCB27328 Quarterly Unemployment Insurance	20.56
Total 5054593 · Unemployment					20.56
Total 5054ADM · Administration					202.04
5054COM · HT Community Resource Center					
5054210 · Utilities					
Check	02/26/2021	140464	Com Ed 019 (MHB)	Acct# 6992134019 Monthly Charges 1/8-2/8	234.81
Check	02/26/2021	140470	Nicor (MHB 84)	Acct# 84-67-77-1000 0 Monthly Charges 1/14-2/12	434.50
Total 5054210 · Utilities					669.31
5054213 · Janitorial					

Hanover Township Board Audit Report

February 16 through March 1, 2021

Type	Date	Num	Name	Memo	Amount
Check	02/26/2021	140466	JaniKing	Inv# CCHC02210209 Monthly Billing February 2021	414.00
Total 5054213 · Janitorial					414.00
Total 5054COM · HT Community Resource Center					1,083.31
5054SVC · Service Contracts					
5054138 · Contract Support Services					
Check	02/26/2021	140469	Northwest CASA	Virtual Service Software	1,970.00
Total 5054138 · Contract Support Services					1,970.00
5054165 · Alexian Bros - Outpatient Psych					
Check	02/26/2021	140465	Alexian Mental Health Center	Outpatient Psychiatric Services January 2021	751.79
Total 5054165 · Alexian Bros - Outpatient Psych					751.79
5054200 · Kenneth Young Center - SASS					
Check	02/26/2021	140468	Kenneth Young Center	SASS - November-January 21	8,451.30
Total 5054200 · Kenneth Young Center - SASS					8,451.30
5054201 · Journeys Hope Center					
Check	02/26/2021	140467	Journey from PADS to HOPE	Hope Center Counseling January 21	109.50
Total 5054201 · Journeys Hope Center					109.50
Total 5054SVC · Service Contracts					11,282.59
Total 5054 · Mental Health - Expenditures					12,567.94
7004 · Vehicle Replcmnt - Expenditures					
7004408 · Vehicle Purchase					
Check	02/23/2021	140353	Mark Your Space, Inc.	Graphics for YFS Van	725.00
Total 7004408 · Vehicle Purchase					725.00
Total 7004 · Vehicle Replcmnt - Expenditures					725.00
TOTAL					70,268.91

- I. Call to Order/Roll Call: Supervisor McGuire called the Board meeting to order at 7:00 p.m.

Clerk Dolan Baumer called the roll; present were Supervisor McGuire, Clerk Dolan Baumer and Trustees Beattie, Martinez and Moinuddin. Absent was Trustee Essick.

Others present either in person or via teleconference were Assessor Tom Smogolski*, Aging Services Director Megan Conway, Human Services Director Mary Jo Imperato*, Community Health Director Kristen Smith, Community and Government Relations Director Tom Kuttentberg*, Emergency Services Director Mike Crews*, Facilities and Road Maintenance Director Caleb Hanson, Youth and Family Services Director Tina Houdek*, Mental Health Board Manager Amanda Teachout*, Assistant Administrator Kristin Vana, Administrator James Barr, and Attorney Mike Airdo*. Also in attendance were two Bartlett Rotarians and Streamwood Trustee Mike Baumer. *Attendance via Zoom.
- II. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag.
- III. Town Hall: Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board. Director Kuttentburg confirmed that no one had joined us on social media, and therefore, Mr. McGuire closed the Town Hall.
- IV. Presentations:
 - A. Streamwood High School was thanked for their outstanding donations to the Hanover Township holiday programs. Trustee Beattie accepted the plaque on the School's behalf.
 - B. Claire's was thanked on behalf of Hanover Township for gracious donations to the Hanover Township holiday programs.
- V. Reports:
 - A. Supervisor's Report: Supervisor McGuire offered no report.
 - B. Clerk's Report: Clerk Dolan Baumer offered no report.
 - C. Assessor's Report: Assessor Smogolski offered no additions to the submitted report.
 - D. Department Reports: Written reports were available for review and consideration by the Board. Highlights included Director Houdek reporting that the YFS Movie Night would be on March 26 and the Hoppin' for Hanover on March 27. Due to the pandemic, staff is seeing a rise in the issues surrounding social isolation, self-harming and suicide ideation. To address this crisis, depression screening resulting in referrals would begin in March. New family therapist, Ms Carla Gomez, will start with the Township as the Bilingual Therapist. Director Imperator reported that the department has hired a new case manager and that individual would be introduced at the next Board meeting. The 2021 Job Fair would be held virtually. Award applications are available through the 26th. Streamwood High students and the Key Club members would begin serving at the food pantry on the first Saturday of the month, every month. Manager Teachout reported that all agencies have been notified of their Mental Health Board award. She would attend an upcoming Ark of Illinois Leadership Conference later this month. Director Kuttentburg reported that the Izaak Walton Center project bid opening has been pushed out due to the price of steel necessitating options. The federal Corona virus funding bills represent \$1.5 billion to the State, and \$5.7 million to the local governments. Director Crews reported that the Barrington/Countryside Fire and Police Department agreements are finalized. Training classes are being formed for partners. Director Hanson reported that snow removal efforts over the last four weeks have been done by staff in an exemplary manner. Kudos to them – we had almost 32 inches of snow. During these days of extreme temperatures, staff has been starting all vehicles to keep them warm, and has been vigilant about checking facilities for heat operations. Village of Streamwood is in the process of reviewing the size and type of sign for the Walters-Lenoci Reserve. He would meet with Village of Streamwood Director of Public Works Matt Mann to

help build the joint relationship. Rick Nelson is starting to prepare boring sites for the second week in March for the new property. Director Smith reported that COVID-19 case positivity is at 2.8%. 66,000 vaccines are being distributed per day. The Department is working with Jewel Osco to see if Hanover could partner with them to become a distribution site for the vaccine. Schaumburg Hoffman would like to partner, as well. This is heart health month and screenings would be held into March, then PSA cancer screenings would start. Director Conway reported that the Senior Citizens Services Committee recent fundraiser netted \$500. Four seats are up on the Committee for appointment in May. Two people are now allowed in transportation rides. International Woman's Day is coming up this month. An independent substitute exercise program instructor will take over until a replacement is found for the vacancy. Nutrition Services is offering "no meat" Fridays through the Lenten season. Ms Gomez is on maternity leave this week and past intern, Ms Angela Perez will cover the leave starting February 22. Tax assistance is at capacity, with a waiting list. Assistant Administrator Vana reported that Comcast is continuing to lay fibre lines at the Senior Center. The Diversity and Engagement Task Force would meet this week to hear the Bartlett Police Department; five of seven Township villages have presented thus far. Director Barr reported that numerous permits would be needed for the Izaak Walton League Center, including cultural ones in the event we find Indian archeological items.

At this time, Supervisor McGuire excused staff for the balance of the meeting.

- VI. Bill Paying: Mr. Barr presented the bills for payment from February 2, 2021 through February 15, 2021 as follows:

a.	Town	\$88,892.50
b.	Senior Services	41,992.08
c.	General Assistance	2,752.23
d.	Road Maintenance	8,344.59
e.	Mental Health Board	11,389.07
f.	Vehicle Fund	200.00
f.	Capital	<u>22,115.46</u>
	Total	<u>\$175,685.93</u>

A motion was made by Trustee Beattie and seconded by Trustee Moinuddin to approve payment of the bills as presented from February 2, 2021 through February 15, 2021. Roll call: Ayes: Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

- VII. Unfinished Business: The Supervisor mentioned that he and Clerk Dolan Baumer attended the Marie Downey virtual memorial in-person, and was pleased to be joined by past Clerk Michael Olszewski.

- VIII. New Business:

- A. Board Meeting Minutes of February 2, 2021: Clerk Dolan Baumer presented the minutes from the Board meeting of February 2, 2021 for review and approval. Trustee Martinez moved to approve the Board meeting minutes of February 2, 2021; motion seconded by Trustee Moinuddin and a roll call followed. Roll call: Ayes: Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire. Nays: None. Motion unanimously carried.
- B. Resolution regarding the Consideration of Closed Session Minutes: The Supervisor asked that this item be moved to the next meeting; the Board members concurred.
- C. Resolution Amend the Resolution to Establish a Task Force to Study Diversity and Engagement in Hanover Township: Trustee Moinuddin moved that the Board approve resolution #0216211 amending the resolution to establish a task force to study diversity and engagement in Hanover Township through September 1, 2021. Trustee Martinez seconded the motion. Roll call: Ayes: Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire. Nays: None. Motion unanimously carried.

- D. Resolution to Approve a Professional Services Agreement with FGM Architects, Inc. Trustee Martinez moved that the Board approve resolution #0216212 approving of a professional services agreement with FGM Architects, Inc. Trustee Beattie seconded the motion. Roll call: Ayes: Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire. Nays: None. Motion unanimously carried.
- E. Consideration of Senior Home Care Pilot Program: Directors Conway and Smith presented the Senior Home Care Pilot program for consideration by the Board.
- F. Fiscal Year 2022 Tentative Budget and Appropriation Ordinance: Trustee Martinez moved that the Board approve ordinance #021621 the FY22 Tentative Budget and Appropriation. Trustee Beattie seconded the motion to approve the ordinance as presented. Roll call: Ayes: Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire. Nays: None. Motion unanimously carried.
- G. Discussion of Emergency Services Station Timeline: Supervisor McGuire recommended that the Board proceed with the Emergency Services Station planning suggesting that the Board direct staff to secure a ten-year loan, which would be paid upon receipt of the forthcoming grant. All Trustees present were in concurrence, and staff would move forward as directed.
- H. Approval of moving the May 18, 2021 Township Board meeting to May 17, 2021: Trustee Martinez moved that the Board approve of moving the May 18, 2021 Township Board meeting to May 17, 2021. Trustee Moinuddin seconded the move of the May 18 meeting to May 17, 2021. Roll call: Ayes: Trustees Beattie, Martinez, and Moinuddin and Supervisor McGuire. Nays: None. Motion unanimously carried.
- IX. Executive Session: Trustee Martinez moved that the Board move into Executive Session pursuant to section 2c1 (The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body...), pursuant to the Illinois Open Meetings Act; the motion was seconded by Trustee Beattie at 8:00 p.m. Roll call: Ayes: Trustees Beattie, Martinez, and Moinuddin and Supervisor McGuire. Nays: None. Motion unanimously carried.

The Board returned from Executive Session at 8:11 p.m. and Mr. McGuire gaveled the meeting back to order. Roll call: Present were Trustees Beattie, Martinez and Moinuddin, and Supervisor McGuire.
- X. Other Business: No other business was discussed.
- XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 8:12 p.m. was made by Trustee Beattie and seconded by Trustee Martinez, followed by a roll call vote. Ayes: Trustees Beattie, Moinuddin and Martinez, and Supervisor McGuire. Motion carried and the meeting was adjourned.

Respectfully submitted,



Katy Dolan Baumer

Clerk

Copy: Supervisor, Administrator, Attorney, (4) Trustees, and Assessor, Aging Services, Human Services, Y&F Services, Community Affairs

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO
THE C-HOPE PROGRAM**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the “Agreement”) for the provision of Senior Mental Health Services (C-Hope Program), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Contract for Services

Fiscal Year – April 1, 2021 through March 31, 2022

This Contract made this 1st day of April, 2021 by and between Hanover Township (“Hanover Township” or the “Township”) and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the “Mental Health Board”), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board is a non-home rule entity governed by the provisions of the Community Mental Health Act (405 ILCS 20/0.1 *et seq.*) and other applicable statutes and laws.
- B. The Mental Health is authorized to provide funding to Hanover Township, and the Parties are authorized to enter this Agreement pursuant to Section 3e of the Community Mental Health Act (405 ILCS 20/3e).
- C. The Hanover Township Board of Trustees (the “Township Board”) levies, budgets and appropriates funds on behalf of the Mental Health Board in such amounts as deemed necessary by the Township Board and subject to the applicable provisions of the Township Code (60 ILCS 1/1-1, *et seq.*) (the “Township Code”), the Illinois Municipal Budget Law (50 ILCS 330/1 *et seq.*) (“Municipal Budget Law”), PTEL, and other applicable statutes, regulations and laws.
- D. The Mental Health Board has approved the award of funds to Hanover Township based upon the representations and warranties made by Hanover Township herein and in its Proposal for Services set forth in Exhibit A, attached hereto and incorporated herein (the “Required Services”) and subject to the terms, conditions, and contingencies set forth herein, including but not limited to the budget and appropriation requirements set forth herein.

NOW THEREFORE, in consideration of the terms and conditions herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.
- 2. The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$49,000 for the Required Services to be allocated

as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

3. Hanover Township in consideration thereof covenants and agrees to provide the Required Services to Hanover Township residents as provided herein.

4. Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:

- (i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.
- (ii) Strict compliance with the terms and conditions herein by Hanover Township.
- (iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township.

5. Hanover Township represents and warrants to the Mental Health Board and Hanover Township the following:

- A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.
- B. Hanover Township is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.
- C. Hanover Township currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township shall within 10 days report to the Mental Health Board its loss or receipt of notice of loss of said exempt status.

6. Hanover Township shall provide at its own expense any audits or other accounting reports or information required by any statute, rule or regulation applicable to (1) the Mental Health Board's agreement to provide Hanover Township with funding hereunder, (2) Hanover Township's operations, (3) the Required Services, and/or (4) if required by the Mental Health Board or Hanover Township.

7. Hanover Township shall also agree to a random audit of Hanover Township's services, operations and programs by personnel from the Mental Health Board and/or Hanover Township to verify residency of clients served with funds provided by the Mental Health Board and to verify that the Required Services have been provided by Hanover Township and Hanover Township's compliance with the terms and conditions of this Contract.

- A. Hanover Township shall obtain written consents to disclosure of records and communications from recipients of the Required Services (or the recipient's parent or guardian as the case may be) in accordance with Section 5 of the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/5) (the "Confidentiality Act") authorizing the disclosure of such communications and records to the Mental Health Board and Hanover Township in order for the Mental Health Board and Hanover Township to verify that the Required Services have been provided and as necessary to perform any auditing provided for hereunder. Notwithstanding the forgoing, in no event shall Hanover Township deny Required Services to any person as a result of said person declining to provide said consent, nor shall Hanover Township make any services contingent upon any person consenting to such disclosure.

8. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate communication, literature and media of Hanover Township to the extent such communications, literature and/or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.

9. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of any federal, state and/or local statute, ordinance, rule, regulation or law, then Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

- A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;
- B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or
- C. Failure to provide the Required Services hereunder.

10. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:

If to the Mental Health Board:
Hanover Township Mental Health Board
250 South Route 59
Bartlett, Illinois, 60103
Attention: James Barr,
Administrative Officer
Amanda Teachout,
Mental Health Board Manager

If to Hanover Township:
Hanover Township
240 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway
Director

11. Hanover Township shall not assign or transfer any interest or rights under this Contract or sub-contract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board. Any such assignments or transfers shall be null and void.

12. Compliance with Laws, Rules and Regulations.

- A. Hanover Township shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by Federal, State, and/or local laws, rules and regulations, and that Hanover Township hereby agrees to comply with said Mental Health Board regulations or requirements.
- B. Hanover Township understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health Act) and Hanover Township's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.

2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
 3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
 4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
- F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).
14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental

Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township is an independent contractor.

15. Records Maintenance

Hanover Township shall maintain during the term of this Contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but are not limited to, the following: a general ledger that supports the costs charged to the Required Services and receipt of funds hereunder; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures.

16. Return of Funds.

Hanover Township agrees that, upon the expiration of this Agreement, it shall transfer to the Mental Health Board any and all funds received thereunder that have not been expended to provide the Required Services, if any.

17. Hanover Township agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township. Hanover Township further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

A. Hanover Township shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.

- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township is responsible pursuant to subparagraph A of this Section, Hanover Township will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township.

19. Hanover Township's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.
 - (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township's services and obligations under this Agreement;
 - (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township;
 - (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township's knowledge, threatened, against or affecting Hanover Township, before any court or before any governmental or

administrative agency, which will have a material adverse effect on the performance required by this Agreement;

- (8) That to the best of Hanover Township's knowledge and belief, Hanover Township, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
- (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this Section must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction or status of proceedings. In the absence of a conviction, the Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township and constitutes a legal, valid and binding obligation of Hanover Township, enforceable in accordance with its terms.
- (10) Hanover Township certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township shall promptly notify the Mental Health Board of any such investigation. Hanover Township acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

B. General Covenants. In connection with the execution and delivery of this Agreement, Hanover Township makes the following covenants to the Mental Health Board and to Hanover Township which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to Hanover Township, the Required Services and/or the operations, activities, programs and/or services of Hanover Township;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

20. Appropriation; Non-Appropriation/Insufficient Appropriation; Reduced Funding Sources/Revenues

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under Federal, State and Local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation.

The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.

- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be paid to Hanover Township under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
- (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Mental Health Board will notify Hanover Township as soon as possible. If the Mental Health Board and Hanover Township are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a funding modification so stating. If the parties are unable to agree to such reduced funding and revised scope of services, then the Mental Health Board shall terminate the funding in accordance with the provisions of Section 22 below.

21. Default and Remedies.

The occurrence of any of the following events, during the term of this Contract, shall constitute a default:

- A. Hanover Township shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced

against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

- D. An involuntary case or other proceeding shall be commenced against Hanover Township seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Hanover Township under the federal bankruptcy laws as now or hereby after in effect;
- E. Hanover Township permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township fails to provide the Required Services hereunder;
- G. Hanover Township defaults on a loan from a third party. Hanover Township shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

Hanover Township shall have ten (10) days from the date the Mental Health Board notifies it of the occurrence of a default to cure the default to Mental Health Board's satisfaction (the "Cure Period"). Hanover Township's failure to cure, or to initiate a cure which is satisfactory to the Mental Health Board, shall be a sufficient basis for the Mental Health Board to terminate this Agreement and to direct Hanover Township to refund all funds disbursed to it by the Mental Health Board within ten (10) days of receipt of the notice of termination. In the event of repeated defaults and/or breach by Hanover Township hereunder, Hanover Township shall not be permitted to cure said default, and the Mental Health Board may immediately terminate this Contract, cease making any further or additional distributions hereunder and direct Hanover Township to refund all disbursements received by Hanover Township from the Mental Health Board.

At the Mental Health Board's discretion Hanover Township shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum (not to exceed the maximum rate permitted by law) for any amount of the funds which it has not refunded to the Mental Health Board beginning ten (10) days from the date the termination notice is sent by the Mental Health Board and continuing to the date that all funds are refunded by Hanover Township or recovered through other legal processes available to the Mental Health Board.

22. Termination; Suspension

- A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township shall be paid for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed said appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township from the Mental Health Board.
- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township shall be paid for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township or recovery by the Mental Health Board shall be with Section 21 above.

In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render Hanover Township ineligible for consideration for future funds from the Mental Health Board for a period not to exceed two (2) years.

- (4) For Convenience. Hanover Township acknowledges that this funding was made by the Mental Health Board based on its determination that the Required Services to be funded under this Agreement are in furtherance of the Mental Health Board's statutory requirements and its program objectives. Hanover Township further acknowledges that the Mental Health Board may

unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Hanover Township as provided herein. Hanover Township shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Mental Health Board shall allow full credit to Hanover Township for properly incurred expenditures made in connection with the Required Services prior to Hanover Township's receipt of said notice of termination for convenience. Refunds shall be submitted as provided herein.

- B. Suspension. If Hanover Township fails to comply with the specific conditions and/or general terms and conditions of this Agreement the Mental Health Board may, upon written notice to Hanover Township, suspend this Agreement, withhold further payments and prohibit Hanover Township from incurring additional obligations of funds, pending corrective action by Hanover Township or a decision to terminate this Agreement. The Mental Health Board may determine to allow such necessary and proper costs, which Hanover Township could not reasonably avoid during the period of suspension provided that the Mental Health Board agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

23. Hanover Township shall at all times have sole control over the manner, means and methods of performing the Required Services according to its own independent judgment, and is solely responsible for the direction of its employees, volunteers, and agents. Hanover Township acknowledges and agrees that it will devote such times as is necessary to perform the Required Services. Hanover Township represents and warrants that it has the skills and knowledge necessary to perform the Required Services in a safe, proper, efficient, thorough and satisfactory manner and understanding that the Mental Health Board is relying on such representation in providing funding to Hanover Township hereunder.

24. Insurance.

- A. Hanover Township agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township has received funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the

coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.

- B. All insurance coverage provided by Hanover Township shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township's General Liability coverage and said coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Mental Health Board and Hanover Township on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Township Mental Health Board:

Hanover Township: Hanover Township

By: _____
Chairman

By: _____
Director

Attest:

Attest:

By: _____
Secretary

Its: _____

SCHEDULE A

Reimbursement Rates

**Hanover Township Aging Services
Program: Senior Mental Health Services (C-Hope Program)
FY 22 Funding Total: \$49,000**

Quarterly Fund Disbursements	Amount
04/01/2021 – 06/30/2021	\$12,250
07/01/2021 – 09/30/2021	\$12,250
10/01/2021 – 12/31/2021	\$12,250
01/01/2022– 03/31/2022	\$12,250

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE
HOME DELIVERED MEALS PROGRAM**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the "Agreement") for the provision of Senior Mental Health Services (Home Delivered Meals Program), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Contract for Services

Fiscal Year – April 1, 2021 through March 31, 2022

This Contract made this 1st day of April, 2021 by and between Hanover Township (“Hanover Township” or the “Township”) and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the “Mental Health Board”), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board is a non-home rule entity governed by the provisions of the Community Mental Health Act (405 ILCS 20/0.1 *et seq.*) and other applicable statutes and laws.
- B. The Mental Health is authorized to provide funding to Hanover Township, and the Parties are authorized to enter this Agreement pursuant to Section 3e of the Community Mental Health Act (405 ILCS 20/3e).
- C. The Hanover Township Board of Trustees (the “Township Board”) levies, budgets and appropriates funds on behalf of the Mental Health Board in such amounts as deemed necessary by the Township Board and subject to the applicable provisions of the Township Code (60 ILCS 1/1-1, *et seq.*) (the “Township Code”), the Illinois Municipal Budget Law (50 ILCS 330/1 *et seq.*) (“Municipal Budget Law”), PTEL, and other applicable statutes, regulations and laws.
- D. The Mental Health Board has approved the award of funds to Hanover Township based upon the representations and warranties made by Hanover Township herein and in its Proposal for Services set forth in Exhibit A, attached hereto and incorporated herein (the “Required Services”) and subject to the terms, conditions, and contingencies set forth herein, including but not limited to the budget and appropriation requirements set forth herein.

NOW THEREFORE, in consideration of the terms and conditions herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.
- 2. The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$12,000 for the Required Services to be allocated

as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

3. Hanover Township in consideration thereof covenants and agrees to provide the Required Services to Hanover Township residents as provided herein.

4. Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:

- (i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.
- (ii) Strict compliance with the terms and conditions herein by Hanover Township.
- (iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township.

5. Hanover Township represents and warrants to the Mental Health Board and Hanover Township the following:

- A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.
- B. Hanover Township is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.
- C. Hanover Township currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township shall within 10 days report to the Mental Health Board its loss or receipt of notice of loss of said exempt status.

6. Hanover Township shall provide at its own expense any audits or other accounting reports or information required by any statute, rule or regulation applicable to (1) the Mental Health Board's agreement to provide Hanover Township with funding hereunder, (2) Hanover Township's operations, (3) the Required Services, and/or (4) if required by the Mental Health Board or Hanover Township.

7. Hanover Township shall also agree to a random audit of Hanover Township's services, operations and programs by personnel from the Mental Health Board and/or Hanover Township to verify residency of clients served with funds provided by the Mental Health Board and to verify that the Required Services have been provided by Hanover Township and Hanover Township's compliance with the terms and conditions of this Contract.

- A. Hanover Township shall obtain written consents to disclosure of records and communications from recipients of the Required Services (or the recipient's parent or guardian as the case may be) in accordance with Section 5 of the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/5) (the "Confidentiality Act") authorizing the disclosure of such communications and records to the Mental Health Board and Hanover Township in order for the Mental Health Board and Hanover Township to verify that the Required Services have been provided and as necessary to perform any auditing provided for hereunder. Notwithstanding the forgoing, in no event shall Hanover Township deny Required Services to any person as a result of said person declining to provide said consent, nor shall Hanover Township make any services contingent upon any person consenting to such disclosure.

8. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate communication, literature and media of Hanover Township to the extent such communications, literature and/or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.

9. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of any federal, state and/or local statute, ordinance, rule, regulation or law, then Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

- A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;
- B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or
- C. Failure to provide the Required Services hereunder.

10. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:

If to the Mental Health Board:
Hanover Township Mental Health Board
250 South Route 59
Bartlett, Illinois, 60103
Attention: James Barr,
Administrative Officer
Amanda Teachout,
Mental Health Board Manager

If to Hanover Township:
Hanover Township
240 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway
Director

11. Hanover Township shall not assign or transfer any interest or rights under this Contract or sub-contract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board. Any such assignments or transfers shall be null and void.

12. Compliance with Laws, Rules and Regulations.

- A. Hanover Township shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by Federal, State, and/or local laws, rules and regulations, and that Hanover Township hereby agrees to comply with said Mental Health Board regulations or requirements.
- B. Hanover Township understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health Act) and Hanover Township's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.

2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
 - C. Hanover Township agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
 - D. In the event of failure or refusal of Hanover Township to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township and may take any of the actions set forth herein.
 - E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
 1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
 3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
 4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).
14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental

Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township is an independent contractor.

15. Records Maintenance

Hanover Township shall maintain during the term of this Contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but are not limited to, the following: a general ledger that supports the costs charged to the Required Services and receipt of funds hereunder; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures.

16. Return of Funds.

Hanover Township agrees that, upon the expiration of this Agreement, it shall transfer to the Mental Health Board any and all funds received thereunder that have not been expended to provide the Required Services, if any.

17. Hanover Township agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township. Hanover Township further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

A. Hanover Township shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.

- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township is responsible pursuant to subparagraph A of this Section, Hanover Township will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township.

19. Hanover Township's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.
 - (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township's services and obligations under this Agreement;
 - (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township;
 - (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township's knowledge, threatened, against or affecting Hanover Township, before any court or before any governmental or

administrative agency, which will have a material adverse effect on the performance required by this Agreement;

- (8) That to the best of Hanover Township's knowledge and belief, Hanover Township, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
- (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this Section must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction or status of proceedings. In the absence of a conviction, the Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township and constitutes a legal, valid and binding obligation of Hanover Township, enforceable in accordance with its terms.
- (10) Hanover Township certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township shall promptly notify the Mental Health Board of any such investigation. Hanover Township acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

B. General Covenants. In connection with the execution and delivery of this Agreement, Hanover Township makes the following covenants to the Mental Health Board and to Hanover Township which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to Hanover Township, the Required Services and/or the operations, activities, programs and/or services of Hanover Township;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

20. Appropriation; Non-Appropriation/Insufficient Appropriation; Reduced Funding Sources/Revenues

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under Federal, State and Local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation.

The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.

- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be paid to Hanover Township under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
- (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Mental Health Board will notify Hanover Township as soon as possible. If the Mental Health Board and Hanover Township are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a funding modification so stating. If the parties are unable to agree to such reduced funding and revised scope of services, then the Mental Health Board shall terminate the funding in accordance with the provisions of Section 22 below.

21. Default and Remedies.

The occurrence of any of the following events, during the term of this Contract, shall constitute a default:

- A. Hanover Township shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced

against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

- D. An involuntary case or other proceeding shall be commenced against Hanover Township seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Hanover Township under the federal bankruptcy laws as now or hereby after in effect;
- E. Hanover Township permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township fails to provide the Required Services hereunder;
- G. Hanover Township defaults on a loan from a third party. Hanover Township shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

Hanover Township shall have ten (10) days from the date the Mental Health Board notifies it of the occurrence of a default to cure the default to Mental Health Board's satisfaction (the "Cure Period"). Hanover Township's failure to cure, or to initiate a cure which is satisfactory to the Mental Health Board, shall be a sufficient basis for the Mental Health Board to terminate this Agreement and to direct Hanover Township to refund all funds disbursed to it by the Mental Health Board within ten (10) days of receipt of the notice of termination. In the event of repeated defaults and/or breach by Hanover Township hereunder, Hanover Township shall not be permitted to cure said default, and the Mental Health Board may immediately terminate this Contract, cease making any further or additional distributions hereunder and direct Hanover Township to refund all disbursements received by Hanover Township from the Mental Health Board.

At the Mental Health Board's discretion Hanover Township shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum (not to exceed the maximum rate permitted by law) for any amount of the funds which it has not refunded to the Mental Health Board beginning ten (10) days from the date the termination notice is sent by the Mental Health Board and continuing to the date that all funds are refunded by Hanover Township or recovered through other legal processes available to the Mental Health Board.

22. Termination; Suspension

- A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township shall be paid for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed said appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township from the Mental Health Board.
- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township shall be paid for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township or recovery by the Mental Health Board shall be with Section 21 above.

In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render Hanover Township ineligible for consideration for future funds from the Mental Health Board for a period not to exceed two (2) years.

- (4) For Convenience. Hanover Township acknowledges that this funding was made by the Mental Health Board based on its determination that the Required Services to be funded under this Agreement are in furtherance of the Mental Health Board's statutory requirements and its program objectives. Hanover Township further acknowledges that the Mental Health Board may

unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Hanover Township as provided herein. Hanover Township shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Mental Health Board shall allow full credit to Hanover Township for properly incurred expenditures made in connection with the Required Services prior to Hanover Township's receipt of said notice of termination for convenience. Refunds shall be submitted as provided herein.

- B. Suspension. If Hanover Township fails to comply with the specific conditions and/or general terms and conditions of this Agreement the Mental Health Board may, upon written notice to Hanover Township, suspend this Agreement, withhold further payments and prohibit Hanover Township from incurring additional obligations of funds, pending corrective action by Hanover Township or a decision to terminate this Agreement. The Mental Health Board may determine to allow such necessary and proper costs, which Hanover Township could not reasonably avoid during the period of suspension provided that the Mental Health Board agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

23. Hanover Township shall at all times have sole control over the manner, means and methods of performing the Required Services according to its own independent judgment, and is solely responsible for the direction of its employees, volunteers, and agents. Hanover Township acknowledges and agrees that it will devote such times as is necessary to perform the Required Services. Hanover Township represents and warrants that it has the skills and knowledge necessary to perform the Required Services in a safe, proper, efficient, thorough and satisfactory manner and understanding that the Mental Health Board is relying on such representation in providing funding to Hanover Township hereunder.

24. Insurance.

- A. Hanover Township agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township has received funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the

coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.

- B. All insurance coverage provided by Hanover Township shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township's General Liability coverage and said coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Mental Health Board and Hanover Township on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Township Mental Health Board:

Hanover Township: Hanover Township

By: _____
Chairman

By: _____
Director

Attest:

Attest:

By: _____
Secretary

Its: _____

SCHEDULE A

Reimbursement Rates

**Hanover Township Aging Services
Program: Home Delivered Meals
FY 22 Funding Total: \$12,000**

Quarterly Fund Disbursements	Amount
04/01/2021 – 06/30/2021	\$3,000
07/01/2021 – 09/30/2021	\$3,000
10/01/2021 – 12/31/2021	\$3,000
01/01/2022– 03/31/2022	\$3,000

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE
PROVISION OF SUBSTANCE ABUSE PREVENTION SERVICES**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the “Agreement”) for the provision of Substance Abuse Prevention Services, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Contract for Services FY 2022

This Contract made this 1st day of April, 2021 by and between Hanover Township ("Hanover Township" or the "Township") and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the "Mental Health Board"), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board has by recommendation of appropriation of its Board Members, adopted on January 26, 2021, recommended the allocation of a sum not to exceed \$50,000 to be paid to the Hanover Township in consideration of the provision of Substance Abuse Prevention Services..
- B. Hanover Township has adopted its FY 22 Budget and Appropriation Ordinance appropriating said \$50,000 expenditure as provided above.
- C. Hanover Township, in consideration thereof, is willing and able to provide such services, program and facilities.

It is hereby agreed by and between Hanover Township and the Mental Health Board as follows:

- 1. Hanover Township shall provide services to Hanover Township residents.
- 2. The Hanover Township Mental Health Board shall disburse to Hanover Township the allocation subject to the following:
 - A. Allocations shall be made to Hanover Township upon electronic receipt of the previous quarter's completed monthly service reports. The reimbursement rate will be as set forth on Schedule A, attached hereto and incorporated herein.
 - B. Hanover Township shall report electronically to the Mental Health Board on its services rendered to Hanover Township residents through electronic submission of monthly service reports for funded program.
- 3. Hanover Township hereby represents to the Mental Health Board the following:
 - A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Hanover Township program, or activity, whether or not funded in whole or in part by

funding through the Mental Health Board, on the ground of race, color, national origin, gender, age, religion or disability unrelated to ability.

- B. Hanover Township is and shall remain in reasonable compliance with the federal requirements for physical facilities for the disabled. None of the Mental Health Board funds provided to Hanover Township hereunder shall be used, directly, or indirectly, for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body.
 - C. Hanover Township shall determine the manner and method of delivering its services to the ultimate recipient, without direct supervision and control by the Mental Health Board.
- 4. Hanover Township shall also agree to provide information to the Mental Health Board Chief Administrative Officer (the "Administrative Officer") or his designee that is reasonably necessary to verify residency of clients served with funds provided by the Mental Health Board and to further verify that said services have in fact been provided to said clients, subject to the limitations set forth in the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*) (the "Confidentiality Act") and other applicable law. Such information will uphold client confidentiality and will be arranged at a mutually agreeable time between the Administrative Officer and the Hanover Township staff.
 - 5. Hanover Township agrees to issue publication of the financial support from the Mental Health Board in all literature and media of Hanover Township to the extent such literature and/or media pertains to services funded hereunder.
 - 6. This Contract is subject to the continuing condition that the Hanover Township Board appropriates sufficient funds necessary to proceed with the service anticipated by this Agreement. If the Mental Health Board at any times finds itself lacking in such funds, or in reasonable anticipation of lack of same, the Mental Health Board may mail notice to Hanover Township to such effect, with an effective date of cancellation pursuant to such notice, rendering this Contract null and void in all respects.
 - 7. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of applicable federal, state, or local statute, ordinance, rule, regulation, or law, Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

- A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township.
 - B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, employees or contractors to the Mental Health Board.
- 8. Each party to this Agreement shall protect, indemnify and hold and save harmless the other party, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees, incurred by reason of a breach of any obligations under, or default of, any provision of this Agreement, including, but not limited to, unlawful disclosure of any Confidential Information (as defined below).
 - 9. Any release and/or disclosure of any record, confidential communication and/or other information and/or documentation hereunder in violation of the Confidentiality Act and/or other applicable federal, state and/or local law and/or regulation ("Confidential Information") shall be a material breach of this Agreement.
 - 10. Hanover Township shall procure and maintain at all times covering the above insurance for comprehensive liability insurance with bodily injury liability limits (including all noted in above paragraph), not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate insuring Hanover Township, the Mental Health Board and their respective officers, officials, and employees. Such certificates shall state, specifically, that 30 days advance notice shall be given to Hanover Township in the event of cancellation of said policies. A certificate or certificates of insurance or copies of the policies shall be furnished to the Mental Health Board within 30 days of signing this Contract.
 - 11. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:

Hanover Township Mental Health Board 250 South Route 59 Bartlett, Illinois 60103 Attention: Chairperson	Hanover Township 250 South Route 59 Bartlett, Illinois 60103 Attention: Supervisor
--	---
 - 12. Hanover Township shall not assign or transfer any interest or rights in this Contract or subcontract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board.
 - 13. No modification or amendment of the provisions hereof, shall be effective unless in writing and signed by an authorized representative of each party hereto. The

parties hereto expressly reserve the right to modify this Contract from time to time if in writing and by mutual agreement.

14. Each party to this Agreement acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court (Collectively, the "Laws") in performing their respective obligations, duties and/or acts required hereunder.
15.
 - A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever.
 - B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
16. **Miscellaneous**
 - A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement subject to the provisions of paragraph 12 above.
 - B. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
 - C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstances, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

HANOVER TOWNSHIP MENTAL
HEALTH BOARD

By _____
Chairperson

Attest:

Secretary

HANOVER TOWNSHIP

By: _____
Township Supervisor

Attest:

Township Clerk

SCHEDULE A

Reimbursement Rates
Hanover Township Youth and Family Services
Program: Substance Abuse Prevention
FY 22 Funding Total: \$50,000

Quarterly Fund Disbursements	Amount
04/01/2021 – 06/30/2021	\$12,500
07/01/2021 – 09/30/2021	\$12,500
10/01/2021 – 12/31/2021	\$12,500
01/01/2022 – 03/31/2022	\$12,500

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE
ALTERNATIVE TO SUSPENSION PROGRAM**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the “Agreement”) for the provision of the Alternative Suspension Program, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**Contract for Services
FY 2022**

This Contract made this 1st day of April, 2021 by and between Hanover Township (“Hanover Township” or the “Township”) and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the “Mental Health Board”), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board has by recommendation of appropriation of its Board Members, adopted on January 26, 2021, recommended the allocation of a sum not to exceed \$25,000 to be paid to the Hanover Township in consideration of the provision of Alternative to Suspension Program.
- B. Hanover Township has adopted its FY 2022 Budget and Appropriation Ordinance appropriating said \$25,000 expenditure as provided above.
- C. Hanover Township, in consideration thereof, is willing and able to provide such services, program and facilities.

It is hereby agreed by and between Hanover Township and the Mental Health Board as follows:

- 1. Hanover Township shall provide services to Hanover Township residents.
- 2. The Hanover Township Mental Health Board shall disburse to Hanover Township the allocation subject to the following:
 - A. Allocations shall be made to Hanover Township upon electronic receipt of the previous quarter’s completed monthly service reports. The reimbursement rate will be as set forth on Schedule A, attached hereto and incorporated herein.
 - B. Hanover Township shall report electronically to the Mental Health Board on its services rendered to Hanover Township residents through electronic submission of monthly service reports for funded program.
- 3. Hanover Township hereby represents to the Mental Health Board the following:
 - A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Hanover Township program, or activity, whether or not funded in whole or in part by

funding through the Mental Health Board, on the ground of race, color, national origin, gender, age, religion or disability unrelated to ability.

- B. Hanover Township is and shall remain in reasonable compliance with the federal requirements for physical facilities for the disabled. None of the Mental Health Board funds provided to Hanover Township hereunder shall be used, directly, or indirectly, for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body.
 - C. Hanover Township shall determine the manner and method of delivering its services to the ultimate recipient, without direct supervision and control by the Mental Health Board.
- 4. Hanover Township shall also agree to provide information to the Mental Health Board Chief Administrative Officer (the "Administrative Officer") or his designee that is reasonably necessary to verify residency of clients served with funds provided by the Mental Health Board and to further verify that said services have in fact been provided to said clients, subject to the limitations set forth in the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*) (the "Confidentiality Act") and other applicable law. Such information will uphold client confidentiality and will be arranged at a mutually agreeable time between the Administrative Officer and the Hanover Township staff.
 - 5. Hanover Township agrees to issue publication of the financial support from the Mental Health Board in all literature and media of Hanover Township to the extent such literature and/or media pertains to services funded hereunder.
 - 6. This Contract is subject to the continuing condition that the Hanover Township Board appropriates sufficient funds necessary to proceed with the service anticipated by this Agreement. If the Mental Health Board at any times finds itself lacking in such funds, or in reasonable anticipation of lack of same, the Mental Health Board may mail notice to Hanover Township to such effect, with an effective date of cancellation pursuant to such notice, rendering this Contract null and void in all respects.
 - 7. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of applicable federal, state, or local statute, ordinance, rule, regulation, or law, Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

- A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township.
 - B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, employees or contractors to the Mental Health Board.
8. Each party to this Agreement shall protect, indemnify and hold and save harmless the other party, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees, incurred by reason of a breach of any obligations under, or default of, any provision of this Agreement, including, but not limited to, unlawful disclosure of any Confidential Information (as defined below).
9. Any release and/or disclosure of any record, confidential communication and/or other information and/or documentation hereunder in violation of the Confidentiality Act and/or other applicable federal, state and/or local law and/or regulation ("Confidential Information") shall be a material breach of this Agreement.
10. Hanover Township shall procure and maintain at all times covering the above insurance for comprehensive liability insurance with bodily injury liability limits (including all noted in above paragraph), not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate insuring Hanover Township, the Mental Health Board and their respective officers, officials, and employees. Such certificates shall state, specifically, that 30 days advance notice shall be given to Hanover Township in the event of cancellation of said policies. A certificate or certificates of insurance or copies of the policies shall be furnished to the Mental Health Board within 30 days of signing this Contract.
11. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:
- | | |
|--------------------------------------|--------------------------|
| Hanover Township Mental Health Board | Hanover Township |
| 250 South Route 59 | 250 South Route 59 |
| Bartlett, Illinois 60103 | Bartlett, Illinois 60103 |
| Attention: Chairperson | Attention: Supervisor |
12. Hanover Township shall not assign or transfer any interest or rights in this Contract or subcontract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board.
13. No modification or amendment of the provisions hereof, shall be effective unless in writing and signed by an authorized representative of each party hereto. The

parties hereto expressly reserve the right to modify this Contract from time to time if in writing and by mutual agreement.

14. Each party to this Agreement acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court (Collectively, the "Laws") in performing their respective obligations, duties and/or acts required hereunder.
15.
 - A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever.
 - B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
16. **Miscellaneous**
 - A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement subject to the provisions of paragraph 12 above.
 - B. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
 - C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstances, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

HANOVER TOWNSHIP MENTAL
HEALTH BOARD

By _____
Chairperson

Attest:

Secretary

HANOVER TOWNSHIP

By: _____
Township Supervisor

Attest:

Township Clerk

SCHEDULE A

Reimbursement Rates

**Hanover Township Youth and Family Services
Program: Alternative to Suspension
FY 22 Funding Total: \$25,000**

Quarterly Fund Disbursements	Amount
04/01/2021 – 06/30/2021	\$6,250
07/01/2021 – 09/30/2021	\$6,250
10/01/2021 – 12/31/2021	\$6,250
01/01/2022 – 03/31/2022	\$6,250

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE
PROVISION OF BILINGUAL THERAPIST**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the "Agreement") for the provision of a Bilingual Therapist, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**Contract for Services:
FY 2022**

This Contract made this 1st day of April, 2021 by and between Hanover Township ("Hanover Township" or the "Township") and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the "Mental Health Board"), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board has by recommendation of appropriation of its Board Members, adopted on January 26, 2021, recommended the allocation of a sum not to exceed \$25,000 to be paid to the Hanover Township in consideration of the provision of the Bilingual Therapist.
- B. Hanover Township has adopted its FY 2022 Budget and Appropriation Ordinance appropriating said \$25,000 expenditure as provided above.
- C. Hanover Township, in consideration thereof, is willing and able to provide such services, program and facilities.

It is hereby agreed by and between Hanover Township and the Mental Health Board as follows:

- 1. Hanover Township shall provide services to Hanover Township residents.
- 2. The Hanover Township Mental Health Board shall disburse to Hanover Township the allocation subject to the following:
 - A. Allocations shall be made to Hanover Township upon electronic receipt of the previous quarter's completed monthly service reports. The reimbursement rate will be as set forth on Schedule A, attached hereto and incorporated herein.
 - B. Hanover Township shall report electronically to the Mental Health Board on its services rendered to Hanover Township residents through electronic submission of monthly service reports for funded program.
- 3. Hanover Township hereby represents to the Mental Health Board the following:
 - A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Hanover Township program, or activity, whether or not funded in whole or in part by

funding through the Mental Health Board, on the ground of race, color, national origin, gender, age, religion or disability unrelated to ability.

- B. Hanover Township is and shall remain in reasonable compliance with the federal requirements for physical facilities for the disabled. None of the Mental Health Board funds provided to Hanover Township hereunder shall be used, directly, or indirectly, for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body.
 - C. Hanover Township shall determine the manner and method of delivering its services to the ultimate recipient, without direct supervision and control by the Mental Health Board.
- 4. Hanover Township shall also agree to provide information to the Mental Health Board Chief Administrative Officer (the "Administrative Officer") or his designee that is reasonably necessary to verify residency of clients served with funds provided by the Mental Health Board and to further verify that said services have in fact been provided to said clients, subject to the limitations set forth in the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*) (the "Confidentiality Act") and other applicable law. Such information will uphold client confidentiality and will be arranged at a mutually agreeable time between the Administrative Officer and the Hanover Township staff.
 - 5. Hanover Township agrees to issue publication of the financial support from the Mental Health Board in all literature and media of Hanover Township to the extent such literature and/or media pertains to services funded hereunder.
 - 6. This Contract is subject to the continuing condition that the Hanover Township Board appropriates sufficient funds necessary to proceed with the service anticipated by this Agreement. If the Mental Health Board at any times finds itself lacking in such funds, or in reasonable anticipation of lack of same, the Mental Health Board may mail notice to Hanover Township to such effect, with an effective date of cancellation pursuant to such notice, rendering this Contract null and void in all respects.
 - 7. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of applicable federal, state, or local statute, ordinance, rule, regulation, or law, Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

- A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township.
 - B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, employees or contractors to the Mental Health Board.
8. Each party to this Agreement shall protect, indemnify and hold and save harmless the other party, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees, incurred by reason of a breach of any obligations under, or default of, any provision of this Agreement, including, but not limited to, unlawful disclosure of any Confidential Information (as defined below).
9. Any release and/or disclosure of any record, confidential communication and/or other information and/or documentation hereunder in violation of the Confidentiality Act and/or other applicable federal, state and/or local law and/or regulation ("Confidential Information") shall be a material breach of this Agreement.
10. Hanover Township shall procure and maintain at all times covering the above insurance for comprehensive liability insurance with bodily injury liability limits (including all noted in above paragraph), not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate insuring Hanover Township, the Mental Health Board and their respective officers, officials, and employees. Such certificates shall state, specifically, that 30 days advance notice shall be given to Hanover Township in the event of cancellation of said policies. A certificate or certificates of insurance or copies of the policies shall be furnished to the Mental Health Board within 30 days of signing this Contract.
11. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:
- | | |
|--------------------------------------|--------------------------|
| Hanover Township Mental Health Board | Hanover Township |
| 250 South Route 59 | 250 South Route 59 |
| Bartlett, Illinois 60103 | Bartlett, Illinois 60103 |
| Attention: Chairperson | Attention: Supervisor |
12. Hanover Township shall not assign or transfer any interest or rights in this Contract or subcontract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board.
13. No modification or amendment of the provisions hereof, shall be effective unless in writing and signed by an authorized representative of each party hereto. The

parties hereto expressly reserve the right to modify this Contract from time to time if in writing and by mutual agreement.

14. Each party to this Agreement acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court (Collectively, the "Laws") in performing their respective obligations, duties and/or acts required hereunder.
15.
 - A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever.
 - B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
16. **Miscellaneous**
 - A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement subject to the provisions of paragraph 12 above.
 - B. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
 - C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstances, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

HANOVER TOWNSHIP MENTAL
HEALTH BOARD

By _____
Chairperson

Attest:

Secretary

HANOVER TOWNSHIP

By: _____
Township Supervisor

Attest:

Township Clerk

SCHEDULE A

Reimbursement Rates

**Hanover Township Youth and Family Services
Program: Bilingual Therapist
FY 22 Funding Total: \$25,000**

Quarterly Fund Disbursements	Amount
04/01/2021 – 06/30/2021	\$6,250
07/01/2021 – 09/30/2021	\$6,250
10/01/2021 – 12/31/2021	\$6,250
01/01/2022 – 03/31/2022	\$6,250

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE
PROVISION OF PSYCHIATRIC BACK-UP SERVICES**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the “Agreement”) for the provision of psychiatric back-up services, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**Contract for Services
FY 2022**

This Contract made this 1st day of April, 2021 by and between Hanover Township ("Hanover Township" or the "Township") and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the "Mental Health Board"), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

- A. The Mental Health Board has by recommendation of appropriation of its Board Members, adopted on January 26, 2021, recommended the allocation of a sum not to exceed \$9,000 to be paid to the Hanover Township in consideration of the provision of psychiatric back-up services.
- B. Hanover Township has adopted its FY 22 Budget and Appropriation Ordinance appropriating said \$9,000 expenditure as provided above.
- C. Hanover Township, in consideration thereof, is willing and able to provide such services, program and facilities.

It is hereby agreed by and between Hanover Township and the Mental Health Board as follows:

- 1. Hanover Township shall provide services to Hanover Township residents.
- 2. The Hanover Township Mental Health Board shall disburse to Hanover Township the allocation subject to the following:
 - A. Allocations shall be made to Hanover Township upon electronic receipt of the Purchase of Services (Attachment A-1). The reimbursement rate will be as set forth on Schedule A, attached hereto and incorporated herein.
 - B. Hanover Township shall report electronically to the Mental Health Board On its services rendered to Hanover Township residents on a form substantially similar to the Purchase of Services Form (Attachment A-1).
- 3. Hanover Township hereby represents to the Mental Health Board the following:
 - A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Hanover Township program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, gender, age, religion or disability unrelated to ability.

- B. Hanover Township is and shall remain in reasonable compliance with the federal requirements for physical facilities for the disabled. None of the Mental Health Board funds provided to Hanover Township hereunder shall be used, directly, or indirectly, for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body.
 - C. Hanover Township shall determine the manner and method of delivering its services to the ultimate recipient, without direct supervision and control by the Mental Health Board.
- 4. Hanover Township shall also agree to provide information to the Mental Health Board Chief Administrative Officer (the "Administrative Officer") or his designee that is reasonably necessary to verify residency of clients served with funds provided by the Mental Health Board and to further verify that said services have in fact been provided to said clients, subject to the limitations set forth in the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*) (the "Confidentiality Act") and other applicable law. Such information will uphold client confidentiality and will be arranged at a mutually agreeable time between the Administrative Officer and the Hanover Township staff.
 - 5. Hanover Township agrees to issue publication of the financial support from the Mental Health Board in all literature and media of Hanover Township to the extent such literature and/or media pertains to services funded hereunder.
 - 6. This Contract is subject to the continuing condition that the Hanover Township Board appropriates sufficient funds necessary to proceed with the service anticipated by this Agreement. If the Mental Health Board at any times finds itself lacking in such funds, or in reasonable anticipation of lack of same, the Mental Health Board may mail notice to Hanover Township to such effect, with an effective date of cancellation pursuant to such notice, rendering this Contract null and void in all respects.
 - 7. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of applicable federal, state, or local statute, ordinance, rule, regulation, or law, Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:
 - A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township.

- B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, employees or contractors to the Mental Health Board.
8. Each party to this Agreement shall protect, indemnify and hold and save harmless the other party, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees, incurred by reason of a breach of any obligations under, or default of, any provision of this Agreement, including, but not limited to, unlawful disclosure of any Confidential Information (as defined below).
9. Any release and/or disclosure of any record, confidential communication and/or other information and/or documentation hereunder in violation of the Confidentiality Act and/or other applicable federal, state and/or local law and/or regulation ("Confidential Information") shall be a material breach of this Agreement.
10. Hanover Township shall procure and maintain at all times covering the above insurance for comprehensive liability insurance with bodily injury liability limits (including all noted in above paragraph), not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate insuring Hanover Township, the Mental Health Board and their respective officers, officials, and employees. Such certificates shall state, specifically, that 30 days advance notice shall be given to Hanover Township in the event of cancellation of said policies. A certificate or certificates of insurance or copies of the policies shall be furnished to the Mental Health Board within 30 days of signing this Contract.
11. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:
- | | |
|--------------------------------------|--------------------------|
| Hanover Township Mental Health Board | Hanover Township |
| 250 South Route 59 | 250 South Route 59 |
| Bartlett, Illinois 60103 | Bartlett, Illinois 60103 |
| Attention: Chairperson | Attention: Supervisor |
12. Hanover Township shall not assign or transfer any interest or rights in this Contract or subcontract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board.
13. No modification or amendment of the provisions hereof, shall be effective unless in writing and signed by an authorized representative of each party hereto. The parties hereto expressly reserve the right to modify this Contract from time to time if in writing and by mutual agreement.

14. Each party to this Agreement acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court (Collectively, the "Laws") in performing their respective obligations, duties and/or acts required hereunder.
15. A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever.
- B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
16. **Miscellaneous**
- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement subject to the provisions of paragraph 12 above.
- B. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the Circuit Court of Cook County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstances, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

HANOVER TOWNSHIP MENTAL
HEALTH BOARD

By _____
Chairperson

Attest:

Secretary

HANOVER TOWNSHIP

By: _____
Township Supervisor

Attest:

Township Clerk

SCHEDULE A

Psychiatric Service

Cost

Unit of Service

\$100.00

In the event a Referred Patient misses an appointment with Independent Contractor and fails to cancel said appointment at least 24 hours before the scheduled appointment, the Independent Contractor may bill said Referred Patient an amount not to exceed \$55.00. However, in no event shall the Township be liable for paying any fees and/or charges attributable to any missed appointments.

Attachment A-1

Purchase of Service Report

Agency:	Hanover Township Youth and Family Services		
Address:	250	S.	Route 59 Bartlett, IL 60103
Program:	505-4136 Psychiatric Services		
Period:	Oct 2021	Status:	Approved
Client:	284		
New Client?:	No		
City of Residence:	Streamwood		
Street Name:	xxxx		
Ethnicity:	Hispanic		
Gender:	Female		
Age:	13-17 years		
Service Unit:	Follow Up w Family		
Service Unit Rate:	\$235.00		
Number of Service Units:	1.00	Amount:	\$235.00

Purchase of Service Reports must be submitted in order to receive payment for services provided. Please use a client number associated with each client.



RESOLUTION

Declaring March as Problem Gambling Awareness Month in Hanover Township

WHEREAS, the Hanover Township Board of Trustees, does hereby find as follows:

WHEREAS, the National Council on Problem Gambling has designated March 2021 as Problem Gambling Awareness Month; and

WHEREAS, problem gambling is a public health issue affecting millions of Americans and having a significant societal and economic cost for individuals, families, businesses and communities; and

WHEREAS, problem gambling is treatable, and treatment is effective in minimizing harm to both individuals and to society as a whole; and

WHEREAS, 2 million adults in the U.S. are estimated to meet criteria for severe gambling problems in a given year and another 4-6 million would be considered to have mild or moderate gambling problems; and

WHEREAS, numerous individuals, professionals and organizations have dedicated their efforts to educating the public about problem gambling and the availability and effectiveness of treatment; and

WHEREAS, the National Council on Problem Gambling, the Illinois Department of Human Services, About Behavioral Change and other organizations which treat those with gambling disorders invite all residents of Hanover Township to participate in Problem Gambling Awareness Month.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hanover Township Board of Trustees, Cook County, Illinois, that the month of March 2021 is Problem Gambling Awareness Month in Hanover Township.

Dated: March 2, 2021

In Witness Whereof, we have hereunto set our hands and caused the seal of Hanover Township to be affixed hereto.

Trustee Alisa "Lee" Beattie

Supervisor Brian P. McGuire

Trustee Craig Essick

Clerk Katy Dolan Baumer

Trustee Khaja Moinuddin

Trustee Eugene N. Martinez

*Seal of
Hanover
Township*

RESOLUTION _____

**A RESOLUTION
REGARDING THE CONSIDERATION OF CLOSED SESSION MINUTES**

WHEREAS, the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, have met from time-to-time in closed session for purposes authorized by the Illinois Open Meetings Act (the "Act"), 5 ILCS 120/1 *et seq.*; and

WHEREAS, the Act requires the Township to periodically, but no less than semi-annually, meet to review the minutes of all closed sessions to determine that: (1) the need for confidentiality still exists as to all or part of those minutes; or (2) the minutes or portions thereof no longer require confidentiality and should be made available for public inspection; and

WHEREAS, pursuant to the requirements of the Act, the Supervisor and the Board of Trustees have met and reviewed the minutes all closed session meetings not previously made available for public inspection; and

WHEREAS, the Supervisor and Board of Trustees has determined that the schedule of minutes of closed session meetings attached hereto as Exhibit A no longer require confidential treatment, in whole or in part, and that the parts of such minutes, if any, for which the need for confidentiality still exists should be redacted; and

WHEREAS, the Supervisor and Board of Town Trustees has determined that the schedule of minutes of closed session meetings attached hereto as Exhibit B still require confidential treatment at this time;

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: INCORPORATION OF RECITALS. The foregoing recitals and all exhibits referenced therein are hereby incorporated into the body of this Resolution as though fully set forth herein.

SECTION TWO: DETERMINATIONS. The closed session minutes set forth in the attached Exhibit A or portions thereof no longer require confidentiality and should be made available for public inspection, and the need for confidentiality still exists as to the closed session minutes set forth in the attached Exhibit B.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

RESOLUTION _____

**A RESOLUTION
TO APPROVE DESTRUCTION OF VERBATIM RECORDS OF
CLOSED SESSION MEETINGS**

WHEREAS, pursuant to the Open Meetings Act (the “Act”), 5 ILCS 120/1 *et seq.*, the Township Supervisor and Board of Trustees (collectively, the “Township Board”) must keep written minutes of all their meetings, whether open or closed; and

WHEREAS, the Act requires the Township Board to keep a verbatim record of all their closed meetings in the form of an audio or video recording, and the Township Clerk as kept such records as required by the Act; and

WHEREAS, the Act provides that the verbatim record of a closed meeting may be destroyed no less than eighteen (18) months after the completion of the meeting recorded, but only after: (1) the Township Board approves the destruction of a particular recording; and (2) the Township Board approves minutes of the closed meeting that meet the requirements of the Act; and

WHEREAS, no less than eighteen (18) months have passed after the completion of the closed session meetings identified in the schedule of closed session meetings attached hereto Exhibit A; and

WHEREAS, the Township Board has approved minutes of the closed session meetings identified in the schedule of closed session meetings attached hereto Exhibit A that meet the requirements of the Act; and

WHEREAS, the Township Board has determined that the verbatim records of the closed session meetings identified in the schedule of closed session meetings attached hereto Exhibit A are authorized for destruction in accordance with the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: INCORPORATION OF RECITALS. The foregoing recitals and all exhibits referenced therein are hereby incorporated into the body of this Resolution as though fully set forth herein.

SECTION TWO: APPROVAL. The destruction of the verbatim records of the closed session meetings identified in the schedule of closed session meetings attached hereto as Exhibit A is hereby approved, and the Township Clerk is authorized and directed to destroy the verbatim records of the closed session meetings identified in the schedule of closed session meetings attached hereto as Exhibit A within seven (7) days following the approval of this Resolution.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

EXHIBIT A

**Schedule Of Closed Session Meetings
For Which Destruction of Verbatim Records Is Authorized**

2019
07/16/19
07/02/19
05/21/19
03/05/19
01/15/19
2018
08/21/18