



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board

March 21, 2023

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. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Department Reports
- V. Bill Paying
- VI. Unfinished Business
- VII. New Business
 - A. Regular Meeting Minutes of March 7, 2023
 - B. Executive Session Minutes of March 7, 2023
 - C. Resolution to Approve a Contract for Services Between Hanover Township and the Hanover Township Mental Health Board Relative to the Provision of a Bilingual Therapist
 - D. 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
 - E. Resolution to Approve a Contract for Services Between Hanover Township and the Hanover Township Mental Health Board Relative to the Alternative Suspension Program
 - F. Resolution to Approve a Contract for Services Between Hanover Township and the Hanover Township Mental Health Board Relative to the C-Hope Senior Mental Health Program
 - G. Resolution to Approve a Contract for Services Between Hanover Township and the Hanover Township Mental Health Board Relative to the Home Delivered Meals Program
 - H. Resolution to Approve a Contract for Services Between Hanover Township and the Hanover Township Mental Health Board Relative to the Senior In-Home Care Program

**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 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
- J. Resolution Declaring March Developmental Disabilities Awareness Month in Hanover Township
- K. Resolution to Approve the Proposal from S. J. Carlson Fire Protection, Inc., for an Emergency Purchase of Services, Labor, Materials, and Equipment for a Fire Protection System for the Emergency Services Station Project
- L. Resolution to Approve the Award of the Contract for the Hanover Township Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project
- M. Resolution to Approve the Mutual Aid Box Alarm System Master Agreement
- N. Approval of the Annual Town Meeting Agenda
- O. Appointment of Township Enforcement Officers
- P. Consideration of April 8th Coffee with the Board Workshop

VIII. Executive Session

IX. Other Business

X. Adjournment

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>Passports</i>	425	280	3,844	3,450
Photo fees	\$4,260	\$3,050	\$39,070	\$34,660
Fee deposits	\$15,915	\$10,615	\$143,205	\$134,125
<i>Fishing/Hunting licenses</i>	0	0	33	47
<i>Handicap Placards</i>	21	17	256	172
<i>Human Resources Requests</i>	127	118	1,362	1,396
<i>New Employee Orientations</i>	2	2	35	25
<i>Technology work orders</i>	59	45	445	248
<i>Resident Contacts</i>	1,822	2,095	21,924	20,013
<i>Percent of Budget Expended (100% of year)</i>	10.8%	3.8%	69.7%	62.8%

Department Highlights

- Human Resources Manager Callahan completed two new hire orientations: Sean Caselton (Youth & Family Services) and Maria Nuñez Villagomez (Facilities and Road Maintenance).
- Director Hanson, Operations Manager Nelson, and Human Resources Manager Callahan participated in first round interviews for the Custodial Associate position.
- Director Houdek and Human Resources Manager Callahan scheduled first round interviews for the Bilingual Family Therapist position the week of February 13.
- Manager Callahan participated in the Human Resources portion of the AgeOptions Audit on February 22.
- Manager Callahan participated in an Illinois Chamber of Commerce webinar on the 2024 Illinois Paid Leave for All Workers Act.
- Assistant Township Administrator Vana continues to work closely with the Department of Commerce and Economic Opportunity (DCEO) regarding quarterly reporting requirements for the Township's state grants.
- Township Administrator Barr, Assistant Township Administrator Vana, Administrative Specialist Match, Graduate Management Intern Yahya along with Director Kutenberg attended the first meeting of the Decennial Committee on Local Government Efficiency on February 7.
- Administrative Specialist Match coordinated an internal record destruction with departments on February 23. Approximately 100 boxes were disposed following destruction approval from the Illinois Secretary of State Records Division.
- Assistant Township Administrator Vana participated in second round interviews for the Facilities and Road Maintenance Custodial Associate position with Director Hanson and Operations Manager Nelson.
- Assistant Township Administrator Vana met with the Township's information technology service provider, ProxIT, to discuss upcoming email signature changes, scheduled computer replacements for Fiscal Year 2024, in addition to a computer equipment recycling date to take place in early April.
- Assistant Township Administrator Vana coordinated the Worker's Compensation audit virtually in February. The results of the audit are anticipated to be received in April.

Hanover Township Mission Statement:

To continuously improve the quality of life for Hanover Township residents.

DEPARTMENT OF AGING SERVICES



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>Programming Division</i>				
Planned programs	179	185	2,196	1,634
Participants	1,058	915	12,330	7,686
Participants (unduplicated)	559	330	1,486	735
Wait listed (unduplicated)	10	22	231	296
Art & Computer classes	33	24	329	398
Art & Computer class participants	199	142	2,199	1,958
New volunteers	3	12	35	44
Total volunteers (unduplicated)	130	105	193	177
Volunteer hours reported	1,873	1,189	16,772	10,240
<i>Nutrition Division</i>				
Meals Served	1,747	1,058	17,674	12,619
Meals delivered by volunteers	2,770	2,754	32,665	29,364
<i>Social Services Division</i>				
Clients served (unduplicated)	179	177	1,260	1,142
Clients served (duplicated)	256	270	3,234	3,028
Energy Assistance	54	36	698	374
Prescription drugs & health insurance assistance	69	75	1,270	1,536
Social Service programs	9	8	121	125
Social Service program participants	128	135	1,431	1,117
Lending Closet transactions	106	98	1,332	1,245
<i>Transportation Division</i>				
One way rides given	834	830	10,119	9,627
Individuals served (unduplicated)	130	114	277	249
New riders	12	13	277	249
Unmet requests for rides	16	13	283	209

Department Highlights

- There were 22 participants who attended the Chicago Blackhawks game on February 6.
- Seven participants attended *Supper with the Supervisor* to provide an opportunity to meet Supervisor Brian McGuire and learn about the Township's operations on February 6.
- Social Services staff completed training for the Program to Encourage Active Rewarding Lives (PEARLS), a mental health evidence-based program for older adults, on February 8.
- The AARP Foundation Tax Aide Program began February 9 and will continue through April 10.
- Over 60 attendees enjoyed the Valentine's Day party on February 9 featuring a plated meal, entertainment, and dancing at Villa Olivia. The next party will be March 16 to celebrate St. Patrick's Day.
- The Memory Café program featured a special craft activity and reading time with students from Parkwood Elementary School on February 17 for Random Acts of Kindness Day.
- The AgeOptions audit of programs funded by the Older Americans Act occurred February 21 – 23. The auditors complimented the programs and services; a final report will be available within thirty days.
- The Home Care Program resumed services and five clients received re-assessments for service.
- Recruitment began for a full-time Home Care Assistant.

*Aging Services Mission Statement:
Enriching Lives, Fostering Friendships, Promoting Independence*

OFFICE OF THE ASSESSOR



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2021
<i>Administration</i>				
Office visits	173	265	2,157	1,688
Building permits processed	161	254	4,729	4,982
Change of Name	1	10	29	46
Property tax appeals	0	19	855	487
Certificate of Errors	27	26	481	470
Property location updates	0	0	0	2
Sales Recording	0	0	2,736	2,994
New owner mailing	0	0	1,491	1,792
<i>Exemptions</i>				
Homeowner exemptions	18	17	135	156
Senior homeowner exemptions	3	2	183	122
Senior Freeze exemptions	5	2	151	158
Disabled Veteran exemptions	1	2	20	16
Disabled person exemptions	0	3	48	30
Miscellaneous exemptions	0	6	21	27

Department Highlights

- The total number of email addresses on the Assessor's Office contact list is 3,581. Three new emails contacts were added in February.
- In December, SB 5189 was signed into law. This extended the 1st installment tax bill due date to April 3, 2023. Tax bills will be mailed the beginning of March.
- Deputy Assessor Silverstein and Assessing Specialist Cedillo attended the Northern Illinois University webinar on De-escalation February 22 and March 1.
- Chief Deputy Assessor Glascott attended the Cook County Township Assessor's Association meeting on February 24. New exemption rules were discussed along with a hands-on training for filling out exemption forms.

Office of the Assessor Mission Statement:

The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.

OFFICE OF COMMUNITY AFFAIRS



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2021
<i>Website Visits (total)</i>	7,304	7,386	84,258	75,597
<i>Website Visits (unique)</i>	5,157	5,018	60,165	53,492
<i>Facebook Followers (new and total FYTD)</i>	30	29	5,351	4,897
<i>Facebook Reach</i>	16,702	18,178	229,148	363,375
<i>Twitter Followers (new and total FYTD)</i>	4	0	1,399	1,398
<i>Twitter Impressions (new and total FYTD)</i>	5,449	N/A	64,280	N/A
<i>YouTube Views</i>	11,656	241	66,781	2,776
<i>Media Releases</i>	1	1	38	42

Department Highlights

- Director Kuttenberg chaired the February 6 officers meeting of the Township Communicators of Illinois.
- Director Kuttenberg attended and presented at the February 7 Finance Committee meeting and Decennial Committee on Efficiency meetings at the Senior Center.
- Director Kuttenberg and Trustee Essick attended Mayor Craig's State of the Village Address on February 8 at the Hanover Park Village Hall.
- Director Kuttenberg attended the county's informational webinar on February 14 on the 2023 Community Development Block Grant (CDBG) applications.
- Director Kuttenberg attended Mayor McLeod's State of the Village Address on February 15 at the NOW Arena.
- Director Kuttenberg had a virtual meeting with Northern Illinois University (NIU) Professor Jaehee Jong on February 23 to discuss Township communications capabilities and strategies.
- Director Kuttenberg and Communications Coordinator Smith attended a virtual training on February 22 titled The Magic of Simplicity: Why Writing Style Matters on Social Media, hosted by Government Social Media, LLC.
- Director Kuttenberg and Trustees Martinez and Noyola attended Cook County Commissioner Kevin Morrison's District Open House on February 23.

*Hanover Township Mission Statement:
To continuously improve the quality of life for Hanover Township residents.*

OFFICE OF COMMUNITY HEALTH



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2021
<i>Appointments</i>				
ProTimes	9	5	66	58
TB skin test	1	0	34	23
Cholesterol	10	19	126	87
Pharmaceutical Assistance Programs	0	0	2	1
Miscellaneous labs	7	10	107	77
Wellness Screening (BP, diabetes, anemia)	30	40	456	219
Other*	62	56	842	618
<i>Clinic Clients</i>				
Senior Center/ home visits	79	103	1,165	896
Astor Avenue	19	13	205	44
Offsite clinics	19	8	194	73
Total clients (unduplicated)	24	58	558	446
<i>Public Education & Health Promotion</i>				
Media coverage	0	2	11	7
Informational seminars/Program	3	3	53	39
Program Participants	124	39	2,479	1,973*
<i>Primary Care Provider Support</i>	0	0	25	10

* Includes individuals who were vaccinated at the COVID vaccine clinic

Department Highlights

- Director Smith and Community Health Nurse Kramer provided 12 home visits for residents in the month of February.
- Director Smith and Community Health Nurse Kramer provided 10 cholesterol screenings in the month of February in recognition of American Heart Month.
- Director Smith attended a heart health event at the Astor Avenue Community Center in partnership with Senator Castro's Office and Ascension on February 4 and provided glucose screenings for participants. Additionally, Ascension nurses and dieticians provided blood pressure screenings and education on stroke risk and prevention.
- Director Smith, Community Health Nurse Kramer, and Community Health Assistant Tyrrell attended the Barrington Health & Wellness Summit on February 22, 23 and 24 and learned about preventative health strategies to improve longevity and healthy aging.
- Director Smith and Community Health Nurse Kramer provided Puberty education for 87 students at Ridge Circle Elementary School on February 27.
- Advocate Aurora Cardiologist, Dr. Daniel Ahmad, provided a free heart valve disease educational presentation for 21 residents on February 27.

Office of Community Health Mission Statement:

*Our mission is to provide education and health promotion,
prevent the spread of disease and illness, and to assist residents in accessing quality health services.*

DEPARTMENT OF EMERGENCY SERVICES



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>Hours</i>				
Volunteer Detail Hours	261	966	6,932	7,179
Volunteer Work Hours	441	80	1,981	1,346
Volunteer Training Hours	438	202	4,911	1,548
<i>Total Volunteer Hours</i>	<i>1,141</i>	<i>1,250</i>	<i>13,824</i>	<i>10,058</i>
<i>Details</i>				
Emergency Call Outs	27	15	202	130
Safety Patrols	1	2	12	40
Township Sponsored Events	2	0	38	28
Other Community Events	0	0	1	13
Miscellaneous	0	0	0	2
<i>Total Details</i>	<i>30</i>	<i>17</i>	<i>253</i>	<i>213</i>

Department Highlights

- HTES Officers responded to a structure fire on February 3 in Hanover Park.
- HTES Officers responded to a structure fire in Roselle on February 7.
- HTES Officers provided traffic management in Bartlett from debris in roadway on February 7.
- HTES Officers responded to a structure fire in Streamwood on February 10.
- HTES Officers responded to a structure fire on February 14 in Hanover Park.
- HTES Officers responded to a structure fire in Roselle on February 18.
- HTES Officers responded to a structure fire in Hoffman Estates on February 20 and provided the cascade and hose rolling assistance.
- HTES Officers responded to a structure fire in Streamwood on February 10 and provided lighting.
- HTES Officers provided traffic management in East Dundee due to accident on February 23.
- HTES Officers responded to wires down in Bartlett on February 22.
- HTES Officers responded to 12 reports of lines down in Elgin over the period of February 22 through 23 due to a winter weather ice storm.
- HTES Officers responded to weather spotting on February 27 due to a short-term weather system.

Hanover Township Mission Statement:

To continuously improve the quality of life of Hanover Township residents.

DEPARTMENT OF FACILITIES & ROAD MAINTENANCE

Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>Administration</i>				
Vehicle service calls	1	7	17	32
Work orders	328	376	4,843	3,751
Event set-ups/tear downs	123	153	1,468	1,037
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	5,722	6,676	53,291	52,515
Town Hall	7,080	6,420	83,880	80,340
Senior Center	23,916	23,537	396,190	329,448
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	399.57	460.50	1,717.64	1,204.98
Town Hall	1,131.77	1,611.26	5,091.77	4,125.94
Senior Center	2,485.71	2,393.97	20,745.89	13,680.28
<i>Road Maintenance</i>				
Salt Usage (Tons)	139	344	585	705

Department Highlights

- Director Hanson completed the purchase of the surplus backup generator from the Village of Streamwood. The purchase was approved at the February 21 board meeting. The Village of Streamwood is currently storing the generator until the Emergency Services station site is prepared for installation.
- The Department of Facilities and Road Maintenance staff completed the clean out of the Mental Health Resource Center in preparation for the closing on February 22. The exterior sign removal is still pending. Once weather permits, the sign will be removed.
- Director Hanson participated in multiple meetings with Township administration, Township legal counsel, Thomas Engineering Group, FGM Architects, and Empire Construction to address ongoing construction matters relating to the Emergency Services Station and Tiknis Campus expansion project.
- Director Hanson, with the assistance of Graduate Management Intern Yahya, and Communications Coordinator Smith completed the Township code enforcement form and received administration approval. Director Hanson is currently conducting testing of online form function and will be discussing rollout of the new form with administration. Director Hanson expects the form to be available to public starting in March.
- Director Hanson received confirmation Nicor has removed the natural gas service to the property located at 1169 Robin Hood Drive associated with the Cook County demolition permit.
- Director Hanson and Road Maintenance Manager Santangelo met with the resident at 1004 Douglas Road to discuss ongoing stormwater issues.

DEPARTMENT OF HUMAN SERVICES



Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>General Assistance</i>				
General Assistance clients	9	7	89	71
General Assistance appointments	17	15	140	145
Emergency Assistance appointments	23	25	227	243
Emergency Assistance approved	1	1	43	21
Crisis intake clients	306	249	2,883	2,377
<i>Veterans' Services</i>				
Office Visits	11	N/A	59	N/A
<i>Social Services</i>				
CEDA Applications (LIHEAP, LIWAP, PIPP)	108**	52	814**	348
Financial assistance applications*	4	2	44	39
<i>Food Pantry</i>				
Served (Households)	907	692	11,735	8,545
Unduplicated	288	N/A	3,766	N/A
New applications	17	42	255	315
Food Donations	45	42	903	959
<i>Community Center Walk-Ins</i>	137	117	1,959	933

* Includes Circuit Breaker, Benefit Access, Access to Care, ComEd Hardship, Salvation Army, Hanover Township Foundation

** Statistic includes LIWAP applications as of July 2022

Department Highlights

- Director Imperato and Human Services Coordinator Orozco attended the first UNITE Cohort meeting with the Northern Illinois Food Bank. Human Services staff will participate in this Cohort for 6 months to improve a process or add a new service in the food pantry. Being part of this Cohort will result in the food pantry receiving \$3,000 to assist with the new system that is decided to put in place.
- Planning continues for the 12th annual 2023 Hanover Township Job Fair to be held at the Senior Center on March 29. There are 71 employers registered to attend. The Office of Community Affairs continues to run the event on social media platforms. An article was also published in the Daily Herald promoting the event.
- Senator Castro's Heart Health Event at the Astor Avenue Community Center was held on February 4. Director Smith from the Office of Community Health participated alongside Ascension Health. Planning for next year's event is already underway.
- Planning continues for the Illinois Township Association of General Assistance Caseworkers 2nd Annual Conference to be held in East Peoria.
- Volunteer Employment Specialist Karen Flaxman continues to serve residents with employment needs. In February, four residents received resume and job search assistance and five employers reached out with employment opportunities.

Human Services Mission Statement
Empowering Residents to Achieve Self-Sustainability

OFFICE OF THE MENTAL HEALTH BOARD



Report for February 2023

SERVICE PROVIDED	JANUARY 2023	JANUARY 2022	FYTD 2023	FYTD 2022
<i>Grant Funding</i>				
New clients	28	64	1,852	2,610
Ongoing clients	810	777	7,271	7,562
Closed cases	10	13	323	364
Prevention programming presentations	19	6	164	216
Number in audience	1,731	103	3,869	2,944
<i>TIDE</i>				
Participants	28	26	28	26
Rides	209	165	2,064	3,395
<i>Resource Center</i>				
Organizations providing services	0	4	4	5
Clients served	0	36	331	215

Department Highlights

- The Mental Health Board met on February 28 and awarded the following:
 - o \$10,000 in capital funding to Community Alternatives Unlimited for updating their website.
 - o \$2,200 in staff development funds to Clearbrook to train their clinical staff.
 - o \$500 in staff development funds to Kenneth Young to train their mobile crisis response team.
 - o \$3,000 in staff development funds to Family Services Association of Greater Elgin to train their clinical staff.
- The Mental Health Board Planning and By-Laws Committee met on February 28 to discuss mid-year funding applications and progress on the Strategic Plan.
- Manager Teachout coordinated the move out process of the Resource Center before the sale was complete.
- Manager Teachout participated in Senator Villa's Mental Health Advisory Committee and discussed the needs of local homeless populations and affordable housing.
- Manager Teachout attended the Elgin Human Services Committee.
- Manager Teachout hosted the Hanover Township Human Services Coordinating Council.
- Manager Teachout participated in Ecker Center for Behavioral Health Center's Needs Assessment process.
- Manager Teachout met with a representative from Naomi's House, an agency looking to open a drop-in center in Elgin for victims and survivors of Human Trafficking.
- Manager Teachout sent Annual Contracts to all funded agencies with instructions for full execution.
- Manager Teachout met with Dundee Township to talk about their newly formed Mental Health Board and practices and procedures of Hanover Township Mental Health Board.
- Manager Teachout attended a Site Visit with Mental Health Board Secretary Rahim to Family Services Association of Greater Elgin.
- Manager Teachout participated and provided feedback for a demonstration of the new Mental Health Board reporting website.

Mental Health Board Mission Statement:

The Hanover Township Mental Health Board ensures that services in the area of mental health, including developmental disabilities, addictions and substance abuse, are available to all residents of Hanover Township.

DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for February 2023

SERVICE PROVIDED	FEBRUARY 2023	FEBRUARY 2022	FYTD 2023	FYTD 2022
<i>Outreach & Prevention</i>				
Open Gym participants	N/A*	N/A*	863	11
Open Gym participants (unduplicated)	N/A*	N/A*	113	20
Alternative to Suspension referrals	15	16	315	328
Alternative to Suspension participants	427	349	1,993	1,743
Alternative to Suspension participants (unduplicated)	156	141	279	246
<i>Clinical</i>				
Therapy clients	415	568	4,860	3,910
Therapy clients (unduplicated)	142	133	1,560	990
New clients (unduplicated)	2	5	45	71
Clinical hours	256	344	3,347	3,362
Group session participants	138	211	1,103	485
<i>Tutoring Participants</i>				
Total	115	129	567	643
Unduplicated	46	50	279	278

*Open Gym Program was temporarily paused due to the COVID-19 pandemic.

** Includes Summer Camp participants

Department Highlights

- Manager Dickinson participated in the Chicago Metro Area Youth Leaders zoom meeting on February 2.
- Sean Caselton, After-School Program Coordinator, joined the department on February 6.
- Manager Dickinson participated in the Alignment for Education Pathways A-Team virtual meeting on February 8.
- Manager Dickinson participated in a virtual meeting with the Elgin Partnership for Early Learning on February 8.
- Director Houdek began interviewing for clinical interns the week of February 13.
- Director Houdek and Human Resources Manager Callahan scheduled first round interviews the week of February 13 for the Bilingual Family Therapist position.
- Director Houdek participated in the Human Services Coordinating Council meeting on February 15.
- On February 17 Manager Dickinson in collaboration with Parkwood Elementary School and the Department of Aging Services transported 13 students to the Township for World Kindness Day where students participated in various craft making activities and read to seniors at the Memory Cafe.
- Substance Abuse Prevention Specialist Konzal conducted eight assembly style presentations on February 17 at Tefft Middle School over the dangers of cyberbullying.
- Director Houdek facilitated the Association of Illinois Township Committees on Youth (AITCOY) Business meeting and workshop on February 24. The workshop was on Implicit Bias presented by Schaumburg Police Chief Bill Wolf.
- Prevention Specialist Trujillo and Substance Abuse Prevention Specialist Konzal attended a workshop titled "Mental Health First Aid for Youth" at Warren Township on February 24.

The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. We strengthen families, provide outreach to youth at risk of school failure and contribute to the building of a healthier Township community.

Hanover Township

Board Audit Report

From 3/7/23 - 3/20/23

	<u>Total</u>
Total Town Fund	99,302.73
Total Senior Services Fund	25,821.27
Total General Assistance Fund	4,361.82
Total Road Maintenance Fund	7,670.99
Total Committee for Senior Citizens Services	205.29
Total Mental Health Board Fund	44,011.21
Total IMRF Fund	
Total Social Security Fund	200.00
Total Vehicle Fund	14,661.36
Total Capital Fund	
Total All Funds	<u><u>196,234.67</u></u>

Supervisor

Trustee

Trustee

Town Clerk
Attest

Trustee

Trustee

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
10A · Town Assets					
1001650 · Prepaid Expense					
Check	03/07/2023	150763	CuraLinc LLC	Inv# 32291 SupportLinc Employee Assistance Program Apr-Jun 23	648.00
Check	03/07/2023	150769	Johnson Controls Security Solutions	Inv# 38460690 Security Monitoring Senior Center Mar - May	255.00
Check	03/07/2023	150770	Johnson Controls Security Solutions	Inv# 38460419 Security Monitoring EMAHQ Mar - May	255.00
Check	03/07/2023	150771	Johnson Controls Security Solutions	Inv# 38460412 Security Monitoring Astor Ave Mar - May	255.00
Check	03/07/2023	150755	Otis Elevator Company	Inv# 100401070373 Sr Ctr Elevator Mnt Contract March 23 - Feb 24	5,732.40
Check	03/07/2023	150756	UpKeep Technologies	Inv# 50715 Annual Subscription for Work Order Software	5,901.00
Total 1001650 · Prepaid Expense					13,046.40
Total 10A · Town Assets					13,046.40
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014430 · Computer Equipment & Software					
Check	03/14/2023	150916	ProxiIT Technology Solutions	Inv# 23445 Message Archiver Appliance 1 Yr Subscription	2,280.00
Check	03/17/2023	150940	Access 1 Source	Inv# 97442 Monthly base clock connection fee (2 clocks)	316.25
Total 1014430 · Computer Equipment & Software					2,596.25
Total 101CAP · Capital Expenditures					2,596.25
101CHN · Community Health					
1014453 · Printing					
Check	03/14/2023	150891	Braden Interact (Sr Ctr DD6308370301-1)	Inv# 841797 Copy Charges Feb	2.76
Total 1014453 · Printing					2.76
1014465 · Medical Supplies					
Check	03/14/2023	150911	McKesson Medical Surgical	Inv# 53112006 TB Tests, Hemoglobin Strips, Ice Packs	578.85
Check	03/14/2023	150911	McKesson Medical Surgical	Inv# 53132316 Glucose Strips	139.21
Total 1014465 · Medical Supplies					718.06
1014491 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,143.28
Total 1014491 · Health Insurance					1,143.28
Total 101CHN · Community Health					1,864.10
101CVA · Community Affairs					
101CMA · Community Relations					
1014617 · Equipment & Furniture					
Check	03/07/2023	150789	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Feb	36.01
Total 1014617 · Equipment & Furniture					36.01
1014627 · Community Affairs					

March 7 - 20, 2023

Page 2

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Total 1014502 · Legal Services					41,099.22
Total 101LEA · Legal & Auditing					41,099.22
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Check	03/17/2023	150943	Bade Supply	Inv# 68694 Towels/Toilet Paper/Can Liners	793.27
Total 1014205 · Janitorial Supplies					793.27
1014210 · Building Maintenance - Town					
Check	03/17/2023	150956	The Home Depot	Gas Valves	63.85
Check	03/17/2023	150956	The Home Depot	ES HQ Office Floor Supplies	215.17
Total 1014210 · Building Maintenance - Town					279.02
1014211 · Building Maintenance - Senior					
Check	03/07/2023	150774	Menards - Hanover Park	Inv# 172 Slone Valve Rebuild Kit for Sr Ctr Toilet	33.98
Check	03/17/2023	150958	Tierra Environmental Industrial Services	Inv# T-223-2711 Kitchen Grease Trap Cleaning	165.00
Total 1014211 · Building Maintenance - Senior					198.98
1014212 · Building Maintenance - Astor					
Check	03/07/2023	150773	Mark Your Space, Inc.	Inv# 9413 No Parking Sign Astor Ave	95.00
Check	03/17/2023	150955	Sherwin-Williams	Inv# 0162-1 Paint	28.45
Check	03/17/2023	150955	Sherwin-Williams	Inv# 7813-2 Paint	38.95
Total 1014212 · Building Maintenance - Astor					162.40
1014214 · Equipment Maintenance - Senior					
Check	03/07/2023	150775	Midwest Mechanical	Inv# 112137266 Boiler Repairs for Leak Sr Ctr HVAC	1,375.35
Check	03/14/2023	150902	Illinois Backflow Testing	Inv# 10757 Backflow Rebuild	1,046.00
Total 1014214 · Equipment Maintenance - Senior					2,421.35
1014221 · Cell Phone/Communications					
Check	03/07/2023	150789	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Feb	252.07
Check	03/17/2023	150951	Motorola Solutions Inc	Inv# 731220230201 Monthly Communication Fee	88.00
Total 1014221 · Cell Phone/Communications					340.07
1014223 · Trash Removal - Senior					
Check	03/07/2023	150765	Groot, Inc (61390)	Inv# 10255157T107 Trash Collection Senior Center March	494.23
Total 1014223 · Trash Removal - Senior					494.23
1014228 · Building Maintenance - Izaac					
Check	03/17/2023	150941	Amperage Electrical Supply Inc	Inv# 1383335 Light Bulbs	184.20
Total 1014228 · Building Maintenance - Izaac					184.20
1014230 · Trash Removal - Izaac					

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/07/2023	150766	Groot, Inc (54379)	Inv# 10255836T107 Trash Collection IWC March	195.82
Total 1014230 · Trash Removal - Izaac					195.82
1014291 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,979.93
Total 1014291 · Health Insurance					1,979.93
Total 101MAIN · Facilities Maintenance					7,049.27
101THE · Town Hall Expense					
1014403 · Utilities - Town					
Check	03/07/2023	150776	Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 1/17/2/14	1,081.19
Check	03/14/2023	150899	Com Ed 006 (Town)	Acct# 7826009006 Monthly Charge/Supply Services 2/2-3/3	875.76
Check	03/14/2023	150922	Village of Bartlett	Acct# 51470 Bill# 437693 Water/Sewer 2/15	278.26
Check	03/17/2023	150960	Village of Bartlett	Acct# 63818 Water/Sewer Runzel Reserve	2.36
Total 1014403 · Utilities - Town					2,237.57
1014416 · Equipment Rental - Town					
Check	03/07/2023	150789	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Feb	36.01
Check	03/14/2023	150908	Leaf (618-010)	Passport Copier Lease March 2023	15.01
Check	03/14/2023	150908	Leaf (618-010)	Town Hall Main Copier Lease March 2023	215.42
Total 1014416 · Equipment Rental - Town					266.44
Total 101THE · Town Hall Expense					2,504.01
101TOE · Town Office Expense					
1014404 · Office Supplies					
Check	03/07/2023	150785	Staples	Inv# 3530941284 Admin Coffee/Coffee Supplies	284.32
Check	03/07/2023	150785	Staples	Inv# 3530941286 Printer Imaging Drum	104.49
Check	03/14/2023	150918	Staples	Inv# 3531559746 HP Printer Ink, Coffee Cups, Copy Paper Blue	300.32
Check	03/14/2023	150918	Staples	Inv# 3531559744 Resident Service Office Tall Space Heater	94.75
Check	03/14/2023	150918	Staples	Inv# 3532379365 Copy Paper, Highlighters, Red Pens, Clip Board	146.09
Total 1014404 · Office Supplies					929.97
1014414 · Memberships, Subs & Publication					
Check	03/07/2023	150784	Rotary Club of Bartlett #3109	Inv# 1591 Membership Q1 2023 J Barr	195.00
Check	03/14/2023	150919	Township Clerks Assoc of Cook County	Annual Dues 2023 - K. Dolan Baumer	250.00
Total 1014414 · Memberships, Subs & Publication					445.00
1014535 · Legal Notices					
Check	03/07/2023	150781	Paddock Publications, Inc	Inv# 243036 Bid Notices	145.80
Check	03/14/2023	150917	Paddock Publications, Inc	Inv# 243425 Budget Ordinance Public Hearing Notice	48.60
Total 1014535 · Legal Notices					194.40
1014591 · Health Insurance					

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	3,852.87
Total 1014591 · Health Insurance					3,852.87
Total 101TOE · Town Office Expense					5,422.24
104ASR · Assessor's Division					
1044413 · Travel Expense					
Check	03/14/2023	150892	Cedillo, Jeanette	Mileage 3/10	13.95
Total 1044413 · Travel Expense					13.95
1044415 · Dues, Subs & Publications					
Check	03/17/2023	150954	The Sidwell Company	Inv# 0004915 Cook County Maps (6)	975.00
Total 1044415 · Dues, Subs & Publications					975.00
1044491 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	2,869.64
Total 1044491 · Health Insurance					2,869.64
Total 104ASR · Assessor's Division					3,858.59
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094613 · Answering Service					
Check	03/14/2023	150900	Community Crisis Center	Stmt# 2023-Annual YFS Answering Service	1,200.00
Total 1094613 · Answering Service					1,200.00
1094617 · Equipment Maintenance					
Check	03/14/2023	150908	Leaf (618-010)	Youth and Family Main Copier Lease March 2023	164.02
Total 1094617 · Equipment Maintenance					164.02
1094618 · Psychiatric Backup					
Check	03/17/2023	150939	Alexian Bros (Psych Bkp) Behavior Health	Psychiatric Backup Feb 2023	240.00
Total 1094618 · Psychiatric Backup					240.00
1094621 · Recruitment and Pre Employment					
Check	03/07/2023	150788	Verify (XHANOV)	Inv# 1516338 Background checks	26.00
Total 1094621 · Recruitment and Pre Employment					26.00
1094623 · Travel					
Check	03/07/2023	150760	Caselton, Sean	Mileage Reimbursement - Feb	55.02
Check	03/07/2023	150783	Roehr, Danielle	Mileage Reimbursement - Feb	142.14
Check	03/07/2023	150786	Trujillo, Gisel	Mileage Reimbursement - Feb	235.15
Check	03/17/2023	150932	Diaz, Roxanne	Mileage Reimbursement - Feb	7.86

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/17/2023	150938	Gomez, Patricia	Mileage Reimbursement - Feb	40.61
	Total 1094623 · Travel				480.78
	1094624 · Client Mgmt Software				
Check	03/14/2023	150906	Kenneth Young Center	Inv# T012488 CIS Maintenance/Support March 2023	300.00
	Total 1094624 · Client Mgmt Software				300.00
	1094691 · Health Insurance				
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	5,137.66
	Total 1094691 · Health Insurance				5,137.66
	Total 109ADM · Administration & Clinical				7,548.46
	109OUT · Outreach & Prevention				
	1094627 · Open Gym Program.				
Check	03/17/2023	150952	Physicians Immediate Care	Pre-Employment Physical/Drug Screen	165.00
	Total 1094627 · Open Gym Program.				165.00
	1094644 · Travel				
Check	03/14/2023	150907	Konzal, Tessa	Mileage Reimbursement - Feb	209.29
Check	03/14/2023	150912	McSheffrey, Ryan K	Mileage Reimbursement - Feb	86.46
	Total 1094644 · Travel				295.75
	1094650 · Program Supplies				
Check	03/17/2023	150933	Next Generation Screen Printing & Embroid	Inv# 19971 Staff Uniforms (5)	160.70
	Total 1094650 · Program Supplies				160.70
	1094651 · Cellphones				
Check	03/07/2023	150789	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Feb	196.40
	Total 1094651 · Cellphones				196.40
	1094791 · Health Insurance				
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	3,841.42
	Total 1094791 · Health Insurance				3,841.42
	Total 109OUT · Outreach & Prevention				4,659.27
	Total 109YFS · Youth & Family Services				12,207.73
	Total 1014 · Town Fund - Expenditures				86,258.69
	1104 · Aging Services - Expenditures				
	1104ADM · Administration				
	1104523 · Recruitment				

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/17/2023	150952	Physicians Immediate Care	Pre-Employment Physical/Drug Screen	354.00
Total 1104523 · Recruitment					354.00
1104524 · Utilities					
Check	03/07/2023	150777	Nicor 53	Acct# 53-90-98-7636 8 Monthly Charges 1/24-2/22	2,033.60
Check	03/14/2023	150896	Com Ed 009 (Snr)	Acct# 7826010009 Monthly Charges 2/2-3/3	2,807.89
Check	03/17/2023	150960	Village of Bartlett	Acct# 62447 Water/Sewer 3/15	194.78
Total 1104524 · Utilities					5,036.27
1104525 · Telephone & High Speed Internet					
Check	03/07/2023	150789	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Feb	59.10
Total 1104525 · Telephone & High Speed Internet					59.10
1104533 · Printing					
Check	03/07/2023	150791	COTG	Inv# 4275437 Copy Charges 1/25-2/24	90.92
Check	03/14/2023	150891	Braden Interact (Sr Ctr DD6308370301-1)	Inv# 841797 Copy Charges Feb	20.06
Total 1104533 · Printing					110.98
1104542 · Senior Home Care Pilot Program					
Check	03/14/2023	150913	Mitchell, Sarec	Mileage Feb-Mar	22.40
Check	03/17/2023	150952	Physicians Immediate Care	Pre-Employment Physical/Drug Screen	118.00
Total 1104542 · Senior Home Care Pilot Program					140.40
1104591 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	4,898.59
Total 1104591 · Health Insurance					4,898.59
Total 1104ADM · Administration					10,599.34
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	03/07/2023	150792	Get Fresh Produce, Inc	Congregate Food	439.55
Check	03/17/2023	150948	Get Fresh Produce, Inc	Congregate Food	870.12
Total 1105551 · Congregate Food					1,309.67
1105553 · Congregate Supplies					
Check	03/07/2023	150792	Get Fresh Produce, Inc	Congregate Supplies	98.01
Check	03/17/2023	150948	Get Fresh Produce, Inc	Congregate Supplies	100.71
Total 1105553 · Congregate Supplies					198.72
1105558 · Home Delivered Meals Food					
Check	03/07/2023	150792	Get Fresh Produce, Inc	HDM Food	439.53
Check	03/17/2023	150948	Get Fresh Produce, Inc	HDM Food	870.11

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Total 1105558 · Home Delivered Meals Food					1,309.64
1105560 · Home Delivered Meals Supplies					
Check	03/07/2023	150792	Get Fresh Produce, Inc	HDM Supplies	97.99
Check	03/17/2023	150948	Get Fresh Produce, Inc	HDM Supplies	100.69
Total 1105560 · Home Delivered Meals Supplies					198.68
Total 1104NUT · Nutrition					3,016.71
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	03/17/2023	150930	Dundee Township Park District	Entertainment Fair Lunch	18.00
Check	03/17/2023	150931	Nonno Pino's	Out Trip Lunch	810.00
Total 1104515 · Programming					828.00
1104520 · Volunteer Services					
Check	03/07/2023	150795	Verify (XHTSSE)	Inv# 1516349 Volunteer Background Checks Feb	72.00
Check	03/14/2023	150889	Alan Lenoci	Home Delivered Meals Mileage Reimbursement 1/9-2/27	75.65
Check	03/14/2023	150903	James Mattson	Home Delivered Meals Mileage Reimbursement Feb	66.81
Check	03/14/2023	150904	Janice Trinco	Home Delivered Meals Mileage Reimbursement Dec-Feb	110.33
Check	03/14/2023	150909	Marlies Bellos	Home Delivered Meals Mileage Reimbursement Jan-Feb	104.01
Check	03/14/2023	150910	Maureen Howard	Home Delivered meals Mileage Reimbursement Jan-Feb	31.90
Check	03/14/2023	150920	Valerie Jachowske	Home Delivered Meals Mileage Reimbursement Dec-Feb	119.97
Check	03/17/2023	150935	Charles Valerio	Home Delivered Meals Mileage Reimbursement 2/23-3/9	28.49
Check	03/17/2023	150936	Edward Biesiadecki	Home Delivered Meals Mileage Reimbursement Dec-Jan	20.22
Check	03/17/2023	150937	Larry Piemonte	Home Delivered Meals Mileage Reimbursement Feb	29.74
Total 1104520 · Volunteer Services					659.12
1104891 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	4,051.51
Total 1104891 · Health Insurance					4,051.51
Total 1104PRO · Enrichment Programs					5,538.63
1104SOC · Social Services					
1104991 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,245.15
Total 1104991 · Health Insurance					1,245.15
Total 1104SOC · Social Services					1,245.15
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	03/07/2023	150793	Kammes Auto & Truck Repair, Inc.	Inv# 140008 Emergency Brake	120.00
Check	03/07/2023	150794	Valvoline	Inv# 50992 Oil Change	74.78
Check	03/07/2023	150794	Valvoline	Inv# 51406 Headlight	29.74

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/14/2023	150921	Valvoline	Inv# 51552 Pigtail Damage Repair	29.74
			Total 1104518 · Vehicle Maintenance		254.26
			1104549 · Employee Screenings		
Check	03/17/2023	150952	Physicians Immediate Care	Pre-Employment Physical/Drug Screen	233.00
			Total 1104549 · Employee Screenings		233.00
			1104550 · Telephone		
Check	03/17/2023	150959	Verizon Wireless	Inv# 9928027480 Monthly Charges 2/19-3/16	444.82
			Total 1104550 · Telephone		444.82
			1104691 · Health Insurance		
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	4,487.00
			Total 1104691 · Health Insurance		4,487.00
			Total 1104TRN · Transportation		5,419.08
			Total 1104 · Aging Services - Expenditures		25,818.91
			2024 · Human Services - Expenditures		
			2024ADM · Administration		
			2024204 · Equipment		
Check	03/14/2023	150908	Leaf (618-010)	Astor Copier Lease March 2023	164.02
			Total 2024204 · Equipment		164.02
			2024205 · Travel & Training		
Check	03/17/2023	150934	Imperato, Mary Jo	GA Caseworkers Meeting Mileage	89.34
			Total 2024205 · Travel & Training		89.34
			2024210 · Printing		
Check	03/07/2023	150772	Kwik Print	Inv# 72856 Volunteer Sign	144.00
Check	03/17/2023	150949	Kwik Print	Inv# 72907 Payment Envelopes (2,500)	236.90
			Total 2024210 · Printing		380.90
			2024507 · Professional Services		
Check	03/07/2023	150787	Verify (XHANGA)	Inv# 1516337 Background Checks Feb	18.00
			Total 2024507 · Professional Services		18.00
			2024591 · Health Insurance		
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,245.15
			Total 2024591 · Health Insurance		1,245.15
			Total 2024ADM · Administration		1,897.41

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
202PAN · Pantry					
1014161 · Utilities					
Check	03/07/2023	150778	Nicor 65	Acct# 65-08-57-1000 5 (Meter 1) Monthly Charges 1/13-2/13	223.91
Check	03/07/2023	150779	Nicor 75	Acct# 75-08-57-1000 4 (Meter 2) Monthly Charges 1/13-2/13	240.35
Check	03/14/2023	150895	Com Ed 016 (Astor)	Acct# 8584152016 Monthly Charges 2/3-3/6	741.67
Check	03/14/2023	150923	Village of Hanover Park	Acct 3940-001 Water/Sewer 2/23	58.04
Total 1014161 · Utilities					1,263.97
1014191 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,200.44
Total 1014191 · Health Insurance					1,200.44
Total 202PAN · Pantry					2,464.41
Total 2024 · Human Services · Expenditures					4,361.82
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034701 · Legal					
Check	03/17/2023	150961	Airdo Werwas LLC	Inv# 190000737517 Legal Fees	525.00
Total 3034701 · Legal					525.00
3034704 · Telephone					
Check	03/07/2023	150758	AT&T 152	Inv# 84717527302 Monthly Line 12/23-2/22	145.67
Total 3034704 · Telephone					145.67
3034705 · Dues, Subs & Publications					
Check	03/17/2023	150947	Continental Weather Svc	Inv# 194991 Monthly Weather Forecasting	150.00
Total 3034705 · Dues, Subs & Publications					150.00
3034711 · Utilities					
Check	03/14/2023	150897	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges/Supply Services 2/2-3/3	157.86
Total 3034711 · Utilities					157.86
3034791 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,143.28
Total 3034791 · Health Insurance					1,143.28
Total 3034ADM · Administration					2,121.81
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	03/17/2023	150951	Motorola Solutions Inc	Inv# 7148720230103 Monthly Communication Fee Feb	88.00
Check	03/17/2023	150956	The Home Depot	Battery Recycling Center Wood Materials	124.42
Check	03/17/2023	150956	The Home Depot	Spray Nozzle	23.43

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/17/2023	150956	The Home Depot	Hose Reel	34.23
Check	03/17/2023	150956	The Home Depot	Garden Hoe/Rake/Light Bulbs	66.93
Check	03/17/2023	150956	The Home Depot	Conduit	11.14
Check	03/17/2023	150956	The Home Depot	Drill Bits	69.97
Check	03/17/2023	150956	The Home Depot	Trash Bags/Broom/Foam Roller	53.87
Check	03/17/2023	150956	The Home Depot	Garage Work Station Supplies	148.37
Check	03/17/2023	150957	Terrace Supply Company	Inv# 0071005389 Welding Tank Oxygen/Acetylene	364.01
Total 3034602 · Operating Supplies & Materials					984.37
3034610 · Street Lighting					
Check	03/14/2023	150894	Com Ed 051	Acct# 5619024051 Monthly Charges 1/30-2/28	81.10
Check	03/14/2023	150898	Com Ed 076	Acct# 7742763076 Monthly Charges 2/2-3/3	82.00
Total 3034610 · Street Lighting					163.10
Total 3034ROD · Road Maintenance					1,147.47
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Check	03/07/2023	150757	Alta Equipment Company	Service Order# SWA155404 Repairs to Large (36") Chainsaw	367.28
Check	03/07/2023	150757	Alta Equipment Company	Service Order# SWA145150 Repairs & Prev Mnt Scag Riding Mower	1,741.57
Check	03/07/2023	150782	Preventative Maintenance Systems, Inc	Inv# 30613 Truck #501 Engine Repair	1,099.60
Check	03/17/2023	150942	Alta Equipment Company	Inv# SS4/32558 Mower Repair	191.23
Check	03/17/2023	150953	Preventative Maintenance Systems, Inc	Inv# 30625 Cooling System Repair	1,002.03
Total 3034609 · Maintenance Vehicles & Equip					4,401.71
Total 303EQM · Equipment					4,401.71
Total 3034 · Road Maintenance - Expenditures					7,670.99
4045 · Comm/SR Citizens Svcs - Expense					
4045105 · Soda/Snack Vending					
Check	03/07/2023	150790	Conway, Megan A	Vending Machine Supplies	205.29
Total 4045105 · Soda/Snack Vending					205.29
Total 4045 · Comm/SR Citizens Svcs - Expense					205.29
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054591 · Health Insurance					
Check	03/17/2023	150962	United Healthcare	Monthly Medical Premiums	1,726.36
Total 5054591 · Health Insurance					1,726.36
Total 5054ADM · Administration					1,726.36
5054COM · HT Community Resource Center					
5054210 · Utilities					

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
Check	03/07/2023	150762	Com Ed 019 (MHB)	Acct# 6992134019 Monthly Charges 2/7-2/23	307.29
Check	03/14/2023	150893	Comcast (823 MHB)	Acct 8771 10 084 0485823 Monthly Cable/Internet 3/2-4/1	274.08
Check	03/14/2023	150914	Nicor 84 (MHB)	Acct# 84-67-77-1000 0 Monthly Charges 1/23-2/12	842.00
Total 5054210 · Utilities					1,423.37
5054213 · Janitorial					
Check	03/14/2023	150905	JaniKing	Inv# CHC02230201 Monthly Janitorial Service - Feb	414.00
Total 5054213 · Janitorial					414.00
5054250 · Building Maintenance					
Check	03/14/2023	150890	Alliance Industrial Services, LLC	Inv# 12388 20yd C&D Box - Building Clean Out	475.00
Check	03/14/2023	150901	Fox Valley Fire & Safety	Inv# 583208 Security Monitoring	391.20
Total 5054250 · Building Maintenance					866.20
Total 5054COM · HT Community Resource Center					2,703.57
5054SVC · Service Contracts					
5054102 · CAC Family Support					
Check	03/14/2023	150926	Easter Seals DuPage & Fox Valley Region	Family Support Services Feb	1,718.75
Total 5054102 · CAC Family Support					1,718.75
5054123 · Easter Seals					
Check	03/14/2023	150926	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support Nov	7,263.25
Check	03/14/2023	150926	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support Jan	6,406.75
Check	03/14/2023	150926	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support Feb	6,302.00
Check	03/14/2023	150926	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support Feb Remaining Balance	2,818.53
Total 5054123 · Easter Seals					22,790.53
5054162 · Tide Transportation					
Check	03/17/2023	150929	A#1 Cab Dispatch Inc	Tide Transportation - Feb Invoices	2,872.00
Total 5054162 · Tide Transportation					2,872.00
5054177 · Staff Development Grant Fund					
Check	03/07/2023	150761	Clearbrook	Staff Development Acceptance & Commitment Therapy	2,200.00
Total 5054177 · Staff Development Grant Fund					2,200.00
5054180 · Capital Grant Fund					
Check	03/14/2023	150924	Community Alternatives Unlimited	Capital Request Awarded 2/28/23 for New Website	10,000.00
Total 5054180 · Capital Grant Fund					10,000.00
Total 5054SVC · Service Contracts					39,581.28
Total 5054 · Mental Health - Expenditures					44,011.21

Hanover Township Board Audit Report

March 7 - 20, 2023

Type	Date	Num	Name	Memo	Amount
7004 · Vehicle Replcmnt - Expenditures					
7004540 · Bus Purchase					
Check	03/14/2023	150915	Pace	Inv# 617247 Bus Lease Feb	100.00
Check	03/14/2023	150915	Pace	Inv# 617255 Bus Lease Feb	100.00
Total 7004540 · Bus Purchase					200.00
Total 7004 · Vehicle Replcmnt - Expenditures					200.00
8084 · Capital Projects - Expenditures					
8084414 · Emergency Services Station					
Check	03/07/2023	150764	FGM Architects	Inv# 21-3142.01-12 ESHQ Architect Fees Dec	942.50
Check	03/14/2023	150925	Commercial Funding Inc.	Feb Progress Payment ES Phase III Engineering	13,656.61
Total 8084414 · Emergency Services Station					14,599.11
8084425 · Building & Perm Improvements					
Check	03/17/2023	150956	The Home Depot	Foam/Drywall	62.25
Total 8084425 · Building & Perm Improvements					62.25
Total 8084 · Capital Projects - Expenditures					14,661.36
TOTAL					196,234.67



- I. Call to Order/Roll Call: Supervisor McGuire called the meeting to order at 7:00 p.m. Clerk Dolan Baumer called the roll; present were Trustees Beattie, Essick, Martinez, and Noyola, and Supervisor McGuire.

Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Aging Services Director Megan Conway, Community Health Director Kristen Smith, Emergency Services Director Mike Crews, Youth and Family Services Director Tina Houdek, Human Services Director Mary Jo Imperato, Facilities and Road Maintenance Director Caleb Hansen, Administrator James Barr, Assistant Administrator Kristin Vana, Administrative Assistant Hailey Matich, and Attorney Mike Airdo. Also present were Bartlett residents Mr. & Mrs. Paul Kirwan.
- II. Supervisor McGuire invited everyone to stand and join in the Pledge of Allegiance.
- 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. Hearing none, Mr. McGuire closed the Town Hall.
- IV. Presentation: Veterans Honor Roll: This evening, the Board honored Sgt Paul Kirwan of Bartlett, who served in the U.S. Army from 1980 to 1985 and earned the good conduct medal, the overseas ribbon, Army service ribbon and the M16 Sharpshooter merit. His name will be added to the Veterans Honor Roll plaque here in Veterans Hall, recorded in the Clerks record, and he would be invited to the Veterans Dinners. The Board thanked him for his service.
- V. Reports
 - A. Supervisor's Report: Supervisor McGuire reported presented a certificate to Ms Mary Krick, proclaiming Problem Gambling Awareness Day in Hanover Township. She reported that the State of Illinois has programs and helplines for people with gambling problems. Mr. McGuire thanked staff for arranging the Auxiliary recognition dinner this evening and thanked the officials for participating in the awards presentation. These volunteers provide hours of unpaid service to the Township and their neighbors. Finally, he announced that Clerk Dolan Baumer was nominated to serve as President of the Township Officials of Cook County board.
 - B. Clerk's Report: Clerk Dolan Baumer that there were no requested additions to the Annual Town Meeting agenda by March 1, and that the agenda would be brought forward for review and approval.
 - C. Assessor's Report: Assessor Moinuddin offered no report.
 - D. Trustee Liaison Committee Reports: No Committee reports were offered.
 - D. Department Reports: Highlights for the month included Director Houdek reporting that the signed IGA with U-46 for Open Gym has been received, and Open Gym started today at Bartlett Elementary with 47 registrants. Open Gym will be held five days a week at five locations. Director Conway reported that the virtual program audit was held with AgeOption. Home Care has five clients currently. 100 meal boxes were delivered to residents by Nutrition Services home delivered meals. Director Smith reported that there were no COVID tests requested last week. This is colon cancer awareness month. Manager Teachout reported that the Mental Health Board has decided to support the Sprint to Spring 5k run as a sponsor. Emergency funding requests are increasing due to cuts on the State level. Director Crews reported that the unit was called out to Elgin during the recent power outages there. The unit would be participating on leadership classes this spring led by Chief Meyers of the Village of Streamwood. Assistant Administrator Vana reported that the second DCO grant of \$1.5 million has been received and she is working on the forms to be submitted to the State. \$110,000 has been approved and the Township is awaiting the check. She reported on Director Imperato's behalf, noting that the Veterans Car Show would be held on June 16. Director Hanson reported that the department is working with the County regarding the long-

range plan to replace the Rohrssen Road Bridge, outlining the tentative division of funds for payment between MFT funds, County, Federal, and Township. 30 tons of mulch were collected this year and it is being distributed as requested. NICOR and ComEd have removed the utilities at 1169 Robinhood at the Sherwood Oaks Athletic Club property. He is working through issues regarding sustainability with Commissioner Morrison and the Cook County Department of Sustainability. Director Kuttnerberg reported that he is working with the County Board President's office regarding vouchers for Hanover Landing. He is on a committee working toward the implementation of the emergency hotline 211 for food, housing, and the like. He reported that the TOI Lobby Day would be held on April 26. Administrator Barr reported that he met with the Metropolitan Agency on Planning to study efficiencies of service. The CMAP study offers recommendations to take back to the participating townships. Student Government Day is April 27.

At this point, Supervisor McGuire asked for a motion to recess this meeting to move back into the Decennial Committee on Efficiency; a motion was made by Trustee Essick and seconded by Trustee Noyola to recess at 7:40 p.m. from the Board meeting to continue the Decennial Committee on Efficiency. Roll call: Ayes: Trustees Beattie, Essick, Martinez, and Noyola, and Supervisor McGuire. Nays None. Motion carried and Supervisor McGuire excused the staff for the balance of the meeting.

Supervisor McGuire reconvened the Board meeting at 7:49 p.m. and present by roll call were Trustees Beattie, Essick, Martinez, and Noyola, and Supervisor McGuire.

VI. Bill Paying: Mr. Barr presented the bills for payment from February 21, 2023 through March 6, 2023 as follows:

a.	Town	\$38,568.72
b.	Senior Services	16,304.84
c.	General Assistance	7,816.27
d.	Road Maintenance	2,621.68
e.	Mental Health Board	29.24
f.	Vehicle	500.00
g.	Capital	<u>137,735.91</u>
	Total:	<u>\$203,576.66</u>

Trustee Martinez moved and Trustee Beattie seconded the motion to approve payment the bills for the period February 21, 2023 through March 6, 2023 as presented. Roll call: Ayes: Trustees Beattie, Noyola, Essick, and Martinez, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

VII. Unfinished Business: No unfinished business was discussed.

VIII. New Business:

- A. Meeting Minutes of February 21, 2023: Clerk Dolan Baumer presented the meeting minutes of February 21, 2023 for review and approval. A motion was made by Trustee Beattie to approve the meeting minutes of February 21, 2023 as presented, with a second by Trustee Noyola. Roll call: Ayes: Trustees Beattie, Martinez and Noyola, and Supervisor McGuire. Abstain: Trustee Essick. Nays: None. Motion carried.
- B. Executive Session Minutes of February 7, 2023: Clerk Dolan Baumer presented the executive session minutes of February 7, 2023 for review and approval. A motion was made by Trustee Essick to approve the executive session minutes of February 7, 2023 as presented, with a second by Trustee Martinez. Roll call: Ayes: Trustees Beattie, Essick, Martinez and Noyola, and Supervisor McGuire. Nays: None. Motion carried.
- C. Executive Session Minutes of February 21, 2023: Clerk Dolan Baumer presented the executive session minutes of February 21, 2023 for review and approval. A motion was made by Trustee Martinez to approve the executive session minutes of February 21, 2023 as presented, with a

second by Trustee Noyola Roll call: Ayes: Trustees Trustees Beattie, Martinez and Noyola, and Supervisor McGuire. Abstain: Trustee Essick. Nays: None. Motion carried.

- D. Resolution to Approve a Memorandum of Understanding with the Cook County Sheriff relative to the Prescription Drug Take Back Program: Trustee Noyola moved that the Board approve resolution #030723, a resolution to approve a memorandum of understanding with the Cook County Sheriff relative to the prescription drug take-back program; Trustee Beattie seconded the motion. Director Kuttentberg reviewed the program details including the collection items, placement in the Township and collection by the Sheriff. Roll call: Ayes: Trustees Trustees Beattie, Essick, Martinez and Noyola, and Supervisor McGuire. Nays: None. Motion carried.
- E. Resolution to Approve a Proposal for Auditing Services from Lauterbach & Amen, LLP: Trustee Beattie moved that the Board approve resolution #0307231, a resolution to approve a proposal for auditing services from Lauterbach & Amen, LLP; Trustee Martinez seconded the motion. Staff suggest Lauterbach & Amen for the fiscal year 2023 audit. It meets the criteria set forth for selection and is the lowest cost. Roll call: Ayes: Trustees Trustees Beattie, Martinez, Essick, and Noyola, and Supervisor McGuire. Nays: None. Motion carried.
- IX. Executive Session: Trustee Essick moved that the Board adjourn into Executive Session pursuant to §2c11 (Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.) pursuant to the Illinois Open Meetings Act. Trustee Beattie seconded the motion, followed by a roll call vote: Ayes: Trustees Beattie, Noyola, Essick, and Martinez, and Supervisor McGuire. Nays: None. Motion carried. Mr. McGuire excused staff from the room and the Board adjourned into Executive Session at 7:58 p.m.
- The Board returned from Executive Session at 8:20 p.m. Supervisor McGuire gavelled the meeting back to order and invited remaining staff back into the meeting; present, by roll call, were Trustees Beattie, Noyola, Essick, and Martinez, and Supervisor McGuire.
- X. Other Business: Supervisor McGuire discussed the opportunity to allow Director Smith to return to school to get her nurse practitioner's license. This is consistent with the Township education policy for education reimbursement; a contract for future continued employment would be written. The Board, Trustee Beattie, Trustee Essick, Trustee Noyola, and Trustee Martinez concurred with the decision and asked that we proceed with this educational opportunity. Further, Supervisor McGuire notified the Board that he asked Chief Haig to do a study on our Emergency Services unit to assess movement to the next level of service. \$5,000 from the Emergency Services budget would be given to Chief Haig for his service. The resultant report would be presented to the Board. Our first potential resident at Hanover Landing has made application for residence. Mr. McGuire asked Director Kuttentberg to work on drafting policies on residency and the application process.
- XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 8:31 p.m. was made by Trustee Beattie and seconded by Trustee Essick followed by a roll call vote. Ayes: Trustees Beattie, Martinez, Essick, and Noyola, and Supervisor McGuire. Motion carried and the meeting was adjourned.

Respectfully submitted,



Katy Dolan Baumer
Clerk

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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Bilingual Therapist (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$25,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Psychiatric Back-up Services Program (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$9,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Alternative to Suspension Program (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$25,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

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 (the “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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Senior Mental Health Services (C-Hope) Program (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$52,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Aging Services: Home Delivered Meals Program (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$20,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO
THE SENIOR IN-HOME CARE 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 non-medical home services (the “Senior In-Home Care 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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for the Township’s Senior In-Home Care Program (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$40,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES

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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP MENTAL HEALTH BOARD
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into this 21st day of March 2023 (the “Effective Date”) by and between Hanover Township (the “Township”), a body politic and corporate of the State of Illinois, and the Hanover Township Mental Health Board (the “Board”), a political subdivision of Hanover Township, for the allocation of funds for Substance Abuse Prevention Services (the “Required Services”) set forth in the attached Exhibit A, which is hereby incorporated as though fully 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. **Authorization.** The Mental Health Board 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). The Parties are 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.*)
2. **Payment for Services.** The Mental Health Board has approved of the allocation of funds to Hanover Township in an amount not to exceed \$50,000.00 for the Required Services to be allocated on the schedule set forth in Exhibit B, attached and incorporated herein. The schedule and allocation of funds for the Required Services will last from the initial date of allocation outlined in Exhibit B for a period of one (1) fiscal year (the “Term”), unless terminated prior the end of Term in accordance with Section 17 of this Agreement. Hanover Township, in consideration of the allocated funds, covenants and agrees to provide the Required Services solely Hanover Township residents.
3. **Contingencies.** Disbursements by the Mental Health Board to Hanover Township shall be expressly contingent upon the following:
 - a. 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.
 - b. The Township 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.
4. **Representations and Warranties.** Hanover Township represents and warrants the following to the Mental Health Board:
 - a. That it has all requisite authority to carry on its business and to execute and deliver the services, operations, and programs contemplated by this Agreement; including but not limited to the Required Services.

- b. That it is the real Party in interest to this Agreement and is not acting for or on behalf of an undisclosed party.
- c. 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.
- d. 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;
- e. That there is no action, suit or proceeding at law or in equity currently 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.
- f. 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:
 - i. Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency and/or with the Mental Health Board;
 - ii. Have not been convicted of any felony or 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.
 - iii. 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. The Mental Health Board may perform its own independent investigation relative to said indictment or charges.

- g. No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by the Township on the grounds of race, color, national origin, sex, age, religion, or disability.
- h. 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.

- i. 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.
 - j. Hanover Township shall issue publications of the financial support from the Mental Health Board in all appropriate Hanover Township communications, literature and media to the extent such communications, literature or media pertain to the Required Services and/or services otherwise funded by the Mental Health Board hereunder.
 - k. 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.
 - l. 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.
 - m. 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.
5. **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:
- a. That the Township will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
 - b. That all warranties and representations made by Hanover Township in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - c. That the Township 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;

- d. 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
 - e. That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.
6. **Examination of Records, Audits.** 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 Agreement.
- 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.
7. **Reimbursement of Funds.** If Hanover Township has expended any funds received from the Mental Health Board in violation of this Agreement, or any applicable law, regulation, or ordinance, then the Township will reimburse the Mental Health Board for any such funds and shall indemnify and hold the Mental Health Board harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Township. Violations may include by 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.

8. **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.
9. **Cost Overruns.** 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.
10. **Conflict of Interest.** Hanover Township understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township may:
 - a. 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.
 - b. 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 Required Services.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. For the purpose of this section these conflicts of interest provisions apply to those persons who:
 - i. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 - ii. Are in a position to participate in a decision-making process or gain inside information with regard to such activities, services and/or programs.
 - iii. May obtain personal or financial interest or benefit from any such activity, service and/or program.

- iv. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.
 - h. 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).
11. **Assignment.** Hanover Township shall not assign or transfer any interest or rights under this Agreement 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 on transfers shall be null and void.
12. **Insurance.** Hanover Township agrees to always provide and keep force during the Term of this Agreement and at any other time while receiving funding from the Mental Health Board, at Hanover Township's sole cost, the following types and minimum amounts of coverage: 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.
- a. 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.
 - b. 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.
 - c. Said insurance policies shall not be canceled or amended without thirty (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.
13. **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.

14. **Notice.** Any notices required hereunder will be mailed by certified mail or delivered in person to the following addresses:

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
250 South IL Route 59
Bartlett, IL 60103
Attention: Megan Conway,
Director

15. **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. 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:
 - i. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

- ii. 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.

16. **Default and Remedies.** The occurrence of any of the following events, during the term of this Agreement, 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 Agreement, 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.

17. **Termination; Suspension.** This Agreement may be terminated at any time by the Mental Health Board by providing written notice to Hanover Township for the following reasons:

- a. 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 notice 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.
- b. Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to reduction in revenues or other funding sources for this Agreement as described in Section 15 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.

- c. 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 16 above.
 - d. In the event of termination for cause, Hanover Township shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
18. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Cook County, Illinois.

19. **Miscellaneous.**

- a. All signatories executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.
- b. 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.
- c. Hanover Township shall at all times remain an “independent contractor” as commonly understood, 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

**HANOVER TOWNSHIP MENTAL
HEALTH BOARD:**

By: _____
Kathy Biesiadecki
Board Chair

Attest: _____
Faiza Rahim
Board Secretary

HANOVER TOWNSHIP:

By: _____
Brian P. McGuire
Township Supervisor

Attest: _____
Katy Dolan Baumer
Township Clerk

EXHIBIT A: DESCRIPTION OF REQUIRED SERVICES

EXHIBIT B: ALLOCATION SCHEDULE OF REQUIRED SERVICES

EXHIBIT C: REIMBURSEMENT RATES



RESOLUTION

Declaring March 2023 Developmental Disabilities Awareness Month in Hanover Township

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

WHEREAS, March was declared National Developmental Disabilities Awareness Month in 1987 by President Ronald Reagan to focus on awareness on the potential of citizens with Developmental Disabilities to work, contribute to, and enjoy active lives; and

WHEREAS, there are over 6 million individuals, including 17% of children in the United States that live with a developmental disability; and

WHEREAS, the Hanover Township Mental Health Board ensures that services in the area of mental health, including developmental disabilities, addictions and substance abuse, are available to all residents of Hanover Township; and

WHEREAS, the Hanover Township Mental Health Board supports those with developmental disabilities in funding and transportation to work and home; and

WHEREAS, the Hanover Township Mental Health Board provided \$221,100 in funding to agencies last year to assist Township residents with developmental disabilities; and

WHEREAS, in the last year, over 1,800 rides have been provided for Township residents with a developmental disability to their places of employment; and

WHEREAS, people with developmental disabilities contribute to the sense of community of Hanover Township by working and volunteering.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hanover Township Board of Trustees, Cook County, Illinois, that March 2023 is declared Developmental Disability Awareness Month in Hanover Township.

Dated: March 21, 2023

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 Denise Noyola

*Seal of
Hanover
Township*

Trustee Eugene N. Martinez



4544 SHEPHERD TRAIL • ROCKFORD, ILLINOIS 61103-1238
PHONE: 815-836-1893 • FAX: 815-836-1894

3/15/2023

Proposal #23067psr

Hanover Township Revised Emergency Services FMG Jake McLaughlin JakeMcLaughlin@fmgarchitects.com

S.J. Carlson Fire Protection, Inc. (SJC) proposes to furnish, install all necessary labor materials equipment and supervision for the automatic sprinkler fire protection work at the above project location, for the price of: **Thirty nine thousand nine hundred fifty dollars. \$ 39,950**

Summary of Scope: Proposal based on plans made available, as well as walkthrough of existing building on 3/15/23. Base bid to extend dry system from feed that other contractor to provide at the division of existing house and new addition. Fully sprinkled attic with Dry system and dry pendant heads for all ceilings with drywall tight to joists. Vaulted ceiling piping will be trapped and exposed. Work to be conducted around occupied building.

Add alternate #1: If there is a new dry pipe valve and new dedicated feed run by S.J. Carlson to house then a **\$ 16, 992** adder would be applicable.

Add Alternate #2: If new Water Flow and verification of Calcs for new addition and house need to be conducted then a **\$ 2,300** adder would be applicable.

Our quoted price includes:

- Union Labor working standard shift hours
- Engineered Drawings by NICET certified designer to be submitted to authorities having jurisdiction
- Applicable Permit and Plan review fees etc
- Provide system installation in accordance with NFPA 13 and local codes
- Provide NFPA and UL approved material, pipe, and fittings

- Black Steel Pipe
- Hydrostatic testing

Not included:

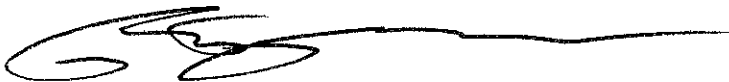
- Site Work/underground
- Overtime/ off shift work
- Fire Pump
- Painting
- Sectional Control Valves
- Specialty systems/ ESFR etc
- Electrical
- Extinguishers, hose valve stations, yard Siamese etc

General terms:

- Progress billing NET 30 days after invoice date. Monthly progress billing 1-1/2% monthly finance charges assessed on past due invoices, along with collection costs and attorney fees if necessary.
- SJC guarantees the work hereunder to be free of defects in workmanship for a period of one (1) year from the date the system is placed in service, subject to the terms and limitation set forth in the General Terms and Conditions attached hereto.
- Owner shall provide a minimum of 40 F temperature throughout all areas of the Building where wet pipe sprinkler systems are provided.
- This proposal is based upon SJC performing work during normal working hours (7:00 a.m. to 3:30 p.m. Monday through Friday).
- SJC prepared this proposal with the assumption that standard industry construction methods and materials will be use

Thank you for the opportunity to present a bid.

Respectfully submitted,



peter@sjcarlson.com

Peter Rockwell

President

Cell 815-703-6791

This price set forth above was prepared on the basis of labor and material prices in existence as of the date set forth above and shall be in effect for a period of thirty (30) days after such date. To the extent that any such prices are increased after such thirty (30) day period, the price set forth shall be adjusted accordingly to account for such price increases.

ACCEPTANCE OF PROPOSAL

NAME

TITLE

DATE

RESOLUTION _____

**A RESOLUTION
TO APPROVE THE AWARD OF THE CONTRACT FOR
THE HANOVER TOWNSHIP GLEN ECHO ROAD, CHESTNUT STREET, CIRCLE
DRIVE RESURFACING PROJECT**

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

SECTION ONE: That the following total bid for the Hanover Township Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project (the "Project"), as more fully described in the bid proposal attached hereto as Exhibit "A" and expressly incorporated herein by this reference, is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Chicagoland Paving Contractors, Inc. (the "Contractor") for the Hanover Township Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project for the sum of \$263,580.38.

SECTION TWO: That the Hanover Township Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project Agreement between Hanover Township and the Contractor for performance of the Project for the unit prices listed on the bid proposal (the "Agreement"), a copy of which is attached hereto as Exhibit "B" and expressly incorporated herein by this reference, is hereby approved.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 21, 2023

APPROVED: March 21, 2023

ATTEST:

Brian P. McGuire, Supervisor

Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 21, 2023, and approved March 21, 2023, as the same appears from the official records of the Hanover Township.

Katy Dolan Baumer, Clerk



Office of the Clerk

Katy Dolan Baumer

250 S. Route 59, Bartlett, IL 60103-1648

Phone: (630) 837-0301 ext. 2129 Fax: (630) 483-5689

clerk@hanover-township.org

hanover-township.org

Record of a Bid Opening

For the Hanover Township Glen Echo Road, Chestnut Street, Circle Drive Resurfacing Project

Held at Hanover Township, 250 S. Route 59, Bartlett, IL 60103

Tuesday, March 14, 2023 at 9:00 a.m.

Clerk Dolan Baumer called the Bid Opening to order at 9:00 a.m. Present were Facilities and Road Maintenance Director Caleb Hanson, Manager Sam Santangelo, Thomas Engineering representatives Jeff Klein and Jake Kelley, representatives from Chicagoland Paving, Schroeder Asphalt, and J.A. Johnson Paving and Clerk Katy Dolan Baumer.

In no particular order, Clerk Dolan Baumer announced the bid amounts as follows.

<i>Contractor</i>	<i>Base Bid</i>	<i>Alternate #1</i>
Chicagoland Paving	\$239,000.00	\$24,580.38
Brothers Asphalt	\$309,250.05	\$13,703.39
J.A. Johnson	\$258,799.54	\$9,617.67
Schroeder Asphalt	\$256,384.43	\$11,246.34

All four bidders acknowledged receipt of Addendum #1 and submitted Bid Bonds.

Clerk Dolan Baumer reminded everyone present that after the bids are reviewed for accuracy and qualifications, the award will be made, hopefully within the next week. Copies of the bidders list and the name of the selected vendor will be available from the Clerk's office. She thanked everyone for attending the session. The session adjourned at 9:20 a.m.

Respectfully submitted,

Katy Dolan Baumer, Clerk
Hanover Township

cc: Clerk's File

Brian P. McGuire
Supervisor
Gino Martinez
Trustee

Katy Dolan Baumer
Clerk
Craig Essick
Trustee

Lee Beattie
Trustee

Khaja Moinuddin
Assessor
Denise Noyola
Trustee

James Barr
Administrator

March 14, 2023

Mr. Caleb Hanson, Director
Department of Facilities & Road Maintenance
Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103



RE: Bid Analysis and Contract Award Recommendation
2023 Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project

Dear Mr. Hanson:

Thomas Engineering Group, LLC (TEG) respectfully submits this contract award recommendation letter for your consideration for the 2023 Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project.

On Tuesday, March 14, 2023, Hanover Township received a total of four (4) competitive bid proposals from interested contractors. At 9:00 a.m., all base bids were opened and read aloud by Hanover Township Clerk Katy Dolan Baumer. Chicagoland Paving submitted the lowest base bid of \$239,000.00 and the lowest overall bid (base bid plus bid alternate) of \$263,580.38. The second lowest overall bid was submitted by Schroeder Asphalt in the amount of \$267,630.77. The engineer's estimate of probable cost was \$353,011.97. Chicagoland Paving bid is approximately thirty (30) percent lower than the engineer's estimate.

During the bid opening, Madam Clerk checked documents for completion, execution, and inclusion of the required Bid Bond. TEG has compiled the bid proposal information and offers the following recommendation to the Township for awarding the Project. A Bid Tabulation worksheet (attached) was developed for evaluation of the bid values submitted at the bid opening. TEG's evaluation of bids included consideration of bid proposal completeness, line-item prices, total cost, and a check of past performance references.

Chicagoland Paving Company is prequalified by IDOT in Earthwork, HMA Paving, Drainage, Concrete Construction, Cold Milling, Planing and Rotomilling, and Aggregate Bases & Surfaces. References provided by Chicagoland Paving as part of its bid proposal package were vetted by TEG with favorable results. All references contacted acknowledged that Chicagoland Paving past performance on similar-sized projects was satisfactory; all indicated a willingness to contract with Chicagoland Paving on future projects should an opportunity arise. In addition, TEG has worked directly with Chicagoland Paving on projects of similar size and scope in other municipalities and also acknowledges satisfactory performance.

Based on the full evaluation and attached Bid Tabulation, we believe that Chicagoland Paving submitted the lowest overall cost proposal that meets all technical requirements of the contract and hereby recommend that a contract be awarded to Chicagoland Paving in the amount of \$263,580.38 for Hanover Township's 2023 Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project.

If you have any questions or comments, please feel free to e-mail me at maryc@thomas-engineering.com.

Respectfully,
thomas engineering group, llc

A handwritten signature in black ink that reads "Mary E. Cave". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Mary E. Cave, P.E., Project Manager



BID TABULATON: BASE BID															
PROJECT: Glen Echo Road, Chestnut Street, Circle Drive Resurfacing Project MUNICIPALITY/OWNER: Hanover Township DATE: Tuesday, March 14, 2023 PREPARED: Thomas Engineering Group, LLC				ENGINEER'S ESTIMATE OF PROBABLE COST		J.A. Johnson Paving Co.		Brothers Asphalt Paving Inc.		Schroeder Asphalt Services, Inc.		Chicagoland Paving Contractors, Inc.			
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15	\$25.75	\$386.25	\$40.00	\$600.00	\$78.75	\$1,181.25	\$64.00	\$960.00	\$50.00	\$750.00		
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	15	\$25.75	\$386.25	\$42.00	\$630.00	\$105.00	\$1,575.00	\$84.00	\$1,260.00	\$50.00	\$750.00		
3	EARTH EXCAVATION	CU YD	348	\$36.25	\$12,615.00	\$40.00	\$13,920.00	\$70.00	\$24,360.00	\$36.00	\$12,528.00	\$35.00	\$12,180.00		
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	94	\$98.00	\$9,212.00	\$15.00	\$1,410.00	\$70.00	\$6,580.00	\$40.00	\$3,760.00	\$20.00	\$1,880.00		
5	TRENCH BACKFILL	CU YD	38	\$36.25	\$1,377.50	\$23.00	\$874.00	\$24.15	\$917.70	\$24.00	\$912.00	\$24.50	\$931.00		
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	281	\$5.25	\$1,475.25	\$0.01	\$2.81	\$3.00	\$843.00	\$1.50	\$421.50	\$1.00	\$281.00		
7	GRADING AND SHAPING DITCHES	FOOT	50	\$8.21	\$410.50	\$100.00	\$5,000.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$15.00	\$750.00		
8	TEMPORARY DITCH CHECKS	FOOT	50	\$11.48	\$574.00	\$10.00	\$500.00	\$21.00	\$1,050.00	\$15.00	\$750.00	\$10.00	\$500.00		
9	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	281	\$25.75	\$7,235.75	\$15.00	\$4,215.00	\$30.00	\$8,430.00	\$25.00	\$7,025.00	\$10.00	\$2,810.00		
10	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	23	\$10.50	\$241.50	\$25.00	\$575.00	\$26.25	\$603.75	\$23.00	\$529.00	\$10.00	\$230.00		
11	BITUMINOUS MATERIALS (TACK COAT), SPECIAL	POUND	4743	\$0.05	\$237.15	\$0.01	\$47.43	\$0.20	\$948.60	\$0.01	\$47.43	\$0.01	\$47.43		
12	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	4	\$310.00	\$1,240.00	\$95.00	\$380.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$150.00	\$600.00		
13	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	26	\$15.50	\$403.00	\$2.10	\$54.60	\$7.00	\$182.00	\$10.00	\$260.00	\$15.00	\$390.00		
14	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N5C	TON	295	\$115.00	\$33,925.00	\$100.00	\$29,500.00	\$130.00	\$38,350.00	\$115.00	\$33,925.00	\$130.00	\$38,350.00		
15	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N5C	TON	590	\$155.00	\$91,450.00	\$87.00	\$51,330.00	\$110.00	\$64,900.00	\$91.50	\$53,985.00	\$105.00	\$61,950.00		
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2-1/4"	SQ YD	7027	\$5.25	\$36,891.75	\$2.10	\$14,756.70	\$3.50	\$24,594.50	\$2.35	\$16,513.45	\$2.50	\$17,567.50		
17	CLASS D PATCHES, TYPE I, 2"	SQ YD	35	\$56.75	\$1,986.25	\$15.00	\$525.00	\$25.00	\$875.00	\$25.00	\$875.00	\$15.00	\$525.00		
18	CLASS D PATCHES, TYPE II, 2"	SQ YD	35	\$56.75	\$1,986.25	\$15.00	\$525.00	\$25.00	\$875.00	\$25.00	\$875.00	\$15.00	\$525.00		
19	CLASS D PATCHES, TYPE III, 2"	SQ YD	35	\$56.75	\$1,986.25	\$15.00	\$525.00	\$25.00	\$875.00	\$23.00	\$805.00	\$15.00	\$525.00		
20	CLASS D PATCHES, TYPE IV, 2"	SQ YD	35	\$56.75	\$1,986.25	\$15.00	\$525.00	\$25.00	\$875.00	\$23.00	\$805.00	\$15.00	\$525.00		
21	CLASS D PATCHES, TYPE I, 5"	SQ YD	35	\$56.75	\$1,986.25	\$30.00	\$1,050.00	\$60.00	\$2,100.00	\$43.00	\$1,505.00	\$30.00	\$1,050.00		
22	CLASS D PATCHES, TYPE II, 5"	SQ YD	35	\$56.75	\$1,986.25	\$30.00	\$1,050.00	\$60.00	\$2,100.00	\$43.00	\$1,505.00	\$30.00	\$1,050.00		
23	CLASS D PATCHES, TYPE III, 5"	SQ YD	35	\$56.75	\$1,986.25	\$30.00	\$1,050.00	\$60.00	\$2,100.00	\$41.00	\$1,435.00	\$30.00	\$1,050.00		
24	CLASS D PATCHES, TYPE IV, 5"	SQ YD	35	\$56.75	\$1,986.25	\$30.00	\$1,050.00	\$60.00	\$2,100.00	\$41.00	\$1,435.00	\$30.00	\$1,050.00		
25	AGGREGATE SHOULDERS, 6"	SQ YD	696	\$56.75	\$39,498.00	\$20.00	\$13,920.00	\$50.00	\$34,800.00	\$13.80	\$9,604.80	\$15.00	\$10,440.00		
26	AGGREGATE WEDGE SHOULDER, TYPE B	TON	9	\$62.00	\$558.00	\$50.00	\$450.00	\$60.00	\$540.00	\$60.00	\$540.00	\$50.00	\$450.00		
27	PIPE CULVERT REMOVAL	FOOT	129	\$20.75	\$2,676.75	\$25.00	\$3,225.00	\$26.25	\$3,386.25	\$26.25	\$3,386.25	\$26.50	\$3,418.50		
28	PIPE CULVERTS, SPECIAL 10"	FOOT	22	\$41.25	\$907.50	\$22.00	\$484.00	\$141.75	\$3,118.50	\$142.00	\$3,124.00	\$145.00	\$3,190.00		
29	PIPE CULVERTS, SPECIAL 12"	FOOT	20	\$46.50	\$930.00	\$150.00	\$3,000.00	\$157.50	\$3,150.00	\$158.00	\$3,160.00	\$160.00	\$3,200.00		
30	PIPE CULVERTS, SPECIAL 15"	FOOT	66	\$72.25	\$4,768.50	\$160.00	\$10,560.00	\$168.00	\$11,088.00	\$168.00	\$11,088.00	\$170.00	\$11,220.00		
31	METAL FLARED END SECTION, 10"	EACH	2	\$525.00	\$1,050.00	\$285.00	\$570.00	\$299.25	\$598.50	\$300.00	\$600.00	\$305.00	\$610.00		
32	METAL FLARED END SECTION, 12"	EACH	2	\$525.00	\$1,050.00	\$335.00	\$670.00	\$351.75	\$703.50	\$350.00	\$700.00	\$355.00	\$710.00		
33	METAL FLARED END SECTION, 15"	EACH	4	\$625.00	\$2,500.00	\$350.00	\$1,400.00	\$367.50	\$1,470.00	\$370.00	\$1,480.00	\$375.00	\$1,500.00		
34	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	131	\$50.00	\$6,550.00	\$100.00	\$13,100.00	\$115.50	\$15,130.50	\$210.00	\$27,510.00	\$61.00	\$7,991.00		
35	CONCRETE GUTTER, TYPE A	FOOT	15	\$40.00	\$600.00	\$100.00	\$1,500.00	\$115.50	\$1,732.50	\$315.00	\$4,725.00	\$170.00	\$2,550.00		
36	NON-SPECIAL WASTE DISPOSAL	CU YD	10	\$82.77	\$827.70	\$140.00	\$1,400.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$50.00	\$500.00		
37	CHANGEABLE MESSAGE SIGN	CAL DA	45	\$50.00	\$2,250.00	\$30.00	\$1,350.00	\$31.50	\$1,417.50	\$45.00	\$2,025.00	\$75.00	\$3,375.00		
38	CONSTRUCTION LAYOUT	L SUM	1	\$15,500.00	\$15,500.00	\$2,500.00	\$2,500.00	\$4,720.00	\$4,720.00	\$2,750.00	\$2,750.00	\$2,000.00	\$2,000.00		
39	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$10,300.00	\$10,300.00	\$46,000.00	\$46,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$21,096.07	\$21,096.07		
40	DRIVEWAY REMOVAL AND REPLACE, 3"	SQ YD	120	\$62.00	\$7,440.00	\$50.00	\$6,000.00	\$50.00	\$6,000.00	\$34.00	\$4,080.00	\$35.00	\$4,200.00		
41	DRIVEWAY REMOVAL AND REPLACE, 6"	SQ YD	48	\$100.00	\$4,800.00	\$125.00	\$6,000.00	\$141.75	\$6,804.00	\$315.00	\$15,120.00	\$140.00	\$6,720.00		
42	PARKWAY RESTORATION, SPECIAL	SQ YD	1275	\$12.50	\$15,937.50	\$13.00	\$16,575.00	\$13.00	\$16,575.00	\$13.00	\$16,575.00	\$7.50	\$9,562.50		
					\$332,094.85			\$258,799.54			\$309,250.05			\$256,384.43	\$239,000.00

BID TABULATION: ALTERNATE BID #1				ENGINEER'S ESTIMATE OF PROBABLE COST		J.A. Johnson Paving Co.		Brothers Asphalt Paving Inc.		Schroeder Asphalt Services, Inc.		Chicagoland Paving Contractors, Inc.			
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
43	BITUMINOUS MATERIALS (TACK COAT)	POUND	408.44	\$0.50	\$204.22	\$0.01	\$4.08	\$0.20	\$81.69	\$0.01	\$4.08	\$0.01	\$4.08		
44	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	605.10	\$15.00	\$9,076.50	\$2.10	\$1,270.71	\$3.00	\$1,815.30	\$3.00	\$1,815.30	\$17.00	\$10,286.70		
45	HOT-MIX ASPHALT SURFACE COUAR, IL-9.5, MIX "D", 50	TON	76.24	\$110.00	\$8,386.40	\$87.00	\$6,632.88	\$110.00	\$8,386.40	\$91.50	\$6,975.96	\$165.00	\$12,579.60		
46	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	17	\$50.00	\$850.00	\$30.00	\$510.00	\$60.00	\$1,020.00	\$43.00	\$731.00	\$30.00	\$510.00		
47	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	40	\$60.00	\$2,400.00	\$30.00	\$1,200.00	\$60.00	\$2,400.00	\$43.00	\$1,720.00	\$30.00	\$1,200.00		
					\$20,917.12			\$9,617.67			\$13,703.39			\$11,246.34	\$24,580.38
BASE BID + ALT BID #1					\$353,011.97			\$268,417.21			\$322,953.44			\$267,630.77	\$263,580.38



**HANOVER TOWNSHIP
CONTRACT DOCUMENT
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE
RESURFACING PROJECT**

Bid Opening Date: Tuesday, March 14, 2023
Bid Opening Time:.....9:00 AM
Bid Opening Location:.....Township Hall Bid
Opening Room: Downey Hall
Bid Deposit: 5%
Performance Bond:.....YES

Obtain information from and submit bids to:

Katy Dolan Baumer
Clerk of Hanover Township
250 S. Illinois Route 59
Bartlett, Illinois 60103

23-119
BID DATE: 3.14.23
BID TIME: 9:00
COMPLETE DATE/DAYS 5%

February 15, 2023
Thomas Engineering Group, LLC

Note: Every page of this document is an integral part of the contract documents, and is part of any contract executed between the Hanover Township and any successful Bidder.

RETURN WITH BID

HANOVER TOWNSHIP

**GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

PROPOSAL

James Barr, Administrator
Hanover Township
250 S. IL Route 59
Bartlett, IL 60103

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company:

_____ Chicagoland Paving Contractors Inc. _____
Address: _____ 225 Telser Road _____
_____ Lake Zurich, IL 60047 _____

Township, State, Zip:

Signed: W. J. Barr Date: 3/14/23

Title: V.P.

****Continued on next page****

RETURN WITH BID

BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Township in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING PROJECT.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

HANOVER TOWNSHIP
ADDENDUM NO. 1
FOR
2023 GLEN ECHO ROAD, CHESTNUT STREET, CIRCLE DRIVE
RESURFACING PROJECT

DATE: March, 8, 2023

BID OPENING: Tuesday, March 14, 2023, at 9:00 AM CST

TO: All Prospective Bidders

All BIDDERS for the above contract shall carefully read the enclosed Addendum and consider its impact in the preparation of their bid proposal. This addendum is provided to inform you of any changes or clarifications to the Contract Documents for the 2023 Glen Echo Road, Chestnut Street, and Circle Drive Resurfacing Project.

Including this page, this Addendum is 2 pages – page 1 this transmittal, page 2 Bidder's Acknowledgement of Receipt.

This Addendum shall be included with and is considered part of the BID DOCUMENT. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

- 1. For clarification, there is a BASE BID and ALTERNATE BID #1. Please see page 63 for the scope of work on ALTERNATE BID #1. Please be sure to fill out and return BLR 12201 – SCHEDULE OF PRICES for both the BASE BID and ALTERNATE BID #1 to be eligible for the award of the Contract. They can be found on pages 66-68 of the BID DOCUMENT that was issued on February 15, 2023.**
- 2. The Contractor does not need to own their own asphalt plant for this project.**

HANOVER TOWNSHIP

ADDENDUM NO. 1

FOR

**2023 GLEN ECHO ROAD, CHESTNUT STREET, CIRCLE DRIVE
RESURFACING PROJECT**

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name: chicagoland Paving
By: WRB Baw
Print Name: William R. Bowes
Position/Title.....: VP
Date: 3/14/23



BASE BID Schedule of Prices



Contractor's Name

Chicagoland Paving Contractors Inc.

Contractor's Address

225 Telser Road

Lake Zurich, IL 60047

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOV 6-15	UNIT	15	50 ⁻	750 ⁻
20100210	TREE REMOV OVER 15	UNIT	15	50 ⁻	750 ⁻
20200100	EARTH EXCAVATION	CU YD	348	35 ⁻	12,180 ⁻
20201200	REM & DISP UNS MATL	CU YD	94	20 ⁻	1,880 ⁻
20800150	TRENCH BACKFILL	CU YD	38	24.50	931 ⁻
21001000	GEOTECH FAB F/GR STAB	SQ YD	281	1 ⁻	281 ⁻
21400100	GRADING & SHAP DITCH	FOOT	50	15 ⁻	750 ⁻
28000305	TEMP DITCH CHECKS	FOOT	50	10 ⁻	500 ⁻
30300112	AGG SUBGRADE IMPR 12	SQ YD	281	10 ⁻	2,810 ⁻
35100500	AGG BASE CSE A 6	SQ YD	23	10 ⁻	230 ⁻
40600290	BIT MATLS TACK CT	POUND	4743	.01	47.43
40600400	MIX CR JTS FLANGEWAYS	TON	4	150 ⁻	600 ⁻
40600982	HMA SURF REM BUTT JT	SQ YD	26	15 ⁻	390 ⁻
40602978	P HMA BC IL-4.75 N50	TON	295	130 ⁻	38,350 ⁻
40604060	HMA SC IL-9.5 D N50	TON	590	105 ⁻	61,950 ⁻
44000158	HMA SURF REM 2 1/4	SQ YD	7027	2.50	17,567.50
44201670	CL D PATCH T1 2	SQ YD	35	15 ⁻	525 ⁻
44201672	CL D PATCH T2 2	SQ YD	35	15 ⁻	525 ⁻
44201674	CL D PATCH T3 2	SQ YD	35	15 ⁻	525 ⁻
44201676	CL D PATCH T4 2	SQ YD	35	15 ⁻	525 ⁻
44201701	CL D PATCH T1 5	SQ YD	35	30 ⁻	1,050 ⁻
44201705	CL D PATCH T2 5	SQ YD	35	30 ⁻	1,050 ⁻

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
HANOVER TOWNSHIP		Cook			GLEN ECHO ROAD, CH
Item Number	Items	Unit	Quantity	Unit Price	Total
44201709	CL D PATCH T3 5	SQ YD	35	30 ⁻	1,050 ⁻
44201711	CL D PATCH T4 5	SQ YD	35	30 ⁻	1,050 ⁻
48101500	AGGREGATE SHLDS B 6	SQ YD	696	15 ⁻	10,440 ⁻
48102100	AGG WEDGE SHLD TYPE B	TON	9	50 ⁻	450 ⁻
50105220	PIPE CULVERT REMOV	FOOT	129	26.50	3,418.50
54205044	P CUL SPEC 10	FOOT	22	145 ⁻	3,190 ⁻
54205047	P CUL SPEC 12	FOOT	20	160 ⁻	3,200 ⁻
54205050	P CUL SPEC 15	FOOT	66	170 ⁻	11,220 ⁻
54262710	METAL FL END SEC 10"	EACH	2	305 ⁻	610 ⁻
54262712	METAL FL END SEC 12"	EACH	2	355 ⁻	710 ⁻
54262715	METAL FL END SEC 15"	EACH	4	375 ⁻	1,500 ⁻
60602500	CONC GUTTER TA	FOOT	15	170 ⁻	2,550 ⁻
60603800	COMB CC&G TB6.12	FOOT	131	61 ⁻	7,991 ⁻
66900200	NON SPL WASTE DISPOS	CU YD	10	50 ⁻	500 ⁻
70107025	CHANGEABLE MESSAGE SN	CAL DA	45	75 ⁻	3,375 ⁻
X0320050	CONSTRUCTN LAYOUT SPL	L SUM	1	2,000 ⁻	2,000 ⁻
X7010216	TRAF CONT & PROT SPL	L SUM	1	21,096.07	21,096.07
XX003829	DRIVEWAY REM & REP 3"	SQ YD	120	35 ⁻	4,200 ⁻
XX003829	DRIVEWAY REM & REP 6"	SQ YD	48	140 ⁻	6,720 ⁻
XX007278	PARKWAY RESTOR SP	SQ YD	1275	7.50	9,562.50
Bidder's Total Proposal					239,000 ⁻

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



ALTERNATE BID #1
Schedule of Prices



Contractor's Name

Chicago Land Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

HANOVER TOWNSHIP

Cook

Route(s) (Street/Road Name)

HANOVER TOWNSHIP PARKING LOT

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600290	BIT MATLS TACK CT	POUND	408.44	.01	4.08
40604060	HMA SC IL-9.5 D N50 1-1/2"	TON	76.24	165	12,579.60
44000157	HMA SURF REM 2	SQ YD	605.10	17	10,286.70
44201705	CL D PATCH T2 5	SQ YD	17	30	510
44201711	CL D PATCH T4 5	SQ YD	40	30	1,200
Bidder's Total Proposal					24,580.38

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.

RETURN WITH BID

SUMMARY OF PRICES

CONTRACT PRICE (the sum of extensions of the Schedule of Prices – BASE BID):

Two Hundred Thirty Nine Thousand Dollars and Zero Cents
(In writing) (In writing)

239,000 Dollars and 00 Cents
(In figure) (In figure)

CONTRACT PRICE (the sum of extensions of the Schedule of Prices – ALTERNATE BID 1):

Twenty Four Thousand Five Hundred Eighty Dollars and Thirty Eight Cents
(In writing) (In writing)

24,580 Dollars and 38 Cents
(In figure) (In figure)

SUBMITTED THIS 14 DAY OF March, 2023.

SEAL (if corporation)

ChicagoLand Paving
Bidder:

WR Bowes

Bidder's Agent and Agent's Title

William R. Bowes
V.P.

Title

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ bid bond (5%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the Hanover Township, and shall be considered as payment of damages due to delay and other consequences suffered by the Hanover Township due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. #1, dated 3/8/23

No. _____, dated _____

No. _____, dated _____

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the Hanover Township, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE TOWNSHIP, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE TOWNSHIP TO ACCEPT THE PRODUCT OR SERVICE.

RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness my Hand(s) and Seal this 14 day of March, 2023.
my/our

If an individual, sign
and give address.

Address _____

If partnership, sign all
individual names and
give address of each
partner.

Partnership Name _____

Name and address of
individual partners.

If corporation, officers duly
authorized should sign,
attach corporate seal.

WR Baum

ATTEST:

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

Address: _____

By: WR Baum

V.P. Secretary

William R. Bowes

-CORPORATE SEAL-

**CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
TEL: 847-550-9681 FAX: 847-550-9684
OFFICE@CHICAGOLANDPAVING.COM**

CERTIFICATE OF RESOLUTION

I, KEVIN MEARTZ, PRESIDENT OF CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) HEREBY CERTIFIES THAT THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED BY THE SHAREHOLDERS AND DIRECTORS OF THE CORPORATION BY CONSENT OF THE SHAREHOLDERS AND DIRECTORS DATED MAY 26, 1988:

RESOLVED, THAT CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) AUTHORIZES WILLIAM R. BOWES, TO HAVE THE AUTHORITY TO SIGN AND ENTER INTO A CONTRACT ON BEHALF OF CHICAGOLAND PAVING CONTRACTORS, INC.

FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE PRESIDENT AND ANY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION ARE AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE AND DELIVER ON BEHALF OF THE CORPORATION, SUCH DOCUMENTS AND AGREEMENTS AS THEY OR ANY OF THEM DETERMINE TO BE NECESSARY OR ADVISABLE TO EFFECTUATE THE FOREGOING RESOLUTIONS.

EXECUTED IN LAKE ZURICH, IL ON MAY 26, 1988.

**BY: Kevin Meartz
KEVIN MEARTZ, PRESIDENT**

RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

DISCLOSURE OF BENEFICIARIES

In compliance with Hanover Township Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the Hanover Township:

1. Applicant: _____
Name

Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services, or miscellaneous (explain miscellaneous):

_____ services
_____ road construction

3. Nature of Applicant: (Please check one)

- a. Natural Person: _____
- b. Corporation: ☒ _____
- c. Land Trust/Trustee: _____
- d. Trust/Trustee: _____
- e. Partnership: _____
- f. Joint Venture: _____

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name Address Interest

- a. William R. Bowes 20547 Plumwood 60047 Kildeer 50%
- b. Kevin Meertz 440 Mason Hoffman Estates 50%
- c. _____

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

William R. Bowes

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

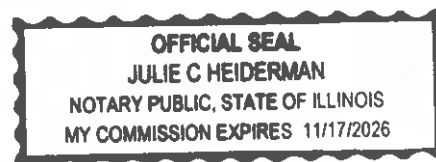
I, William R. Bowes, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: W.R. Bowes v.p.
(Authorized Signature and Title)

Subscribed and sworn to before me this 14 day

of March, 2023.

Julie Heiderman
Notary Public



RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Chicagoland Paving is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: W. B. [Signature]
Date: 3/14/23
Title: V.P.

INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND
ROTATING -- KICKBACKS -- BRIBERY

PUBLIC ACT 85-1295
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended.
Be it enacted by the People of the State of Illinois, represented in the General Assembly:
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended,
the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, non-collusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patter over time (which, for the purposes of this

Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: William R. Bowes

DATE: 3/14/23

FIRM NAME: _____
ChicagoLand Paving Contractors Inc. _____ (SEAL)
225 Telser Road
Lake Zurich, IL 60047

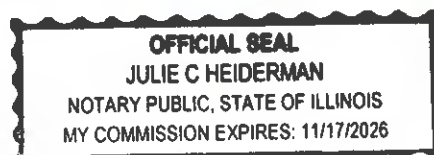
ADDRESS: _____

SIGNED BY: WR Bowes 3/14/23
(Signature and Date)
V.P.
(Title)

ATTEST: Julie C Heiderman
(Secretary)

Subscribed and sworn to before me this 14 day of March 2023.

(Notary Public)



RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

CERTIFICATION

Chicago Land Paving (hereinafter referred to as "Contractor") having
submitted a bid/proposal for asphalt paving to the Hanover Township, Cook County,
Illinois, for asphalt paving, hereby certifies that:

5/2-105(A) (4) including the following information:

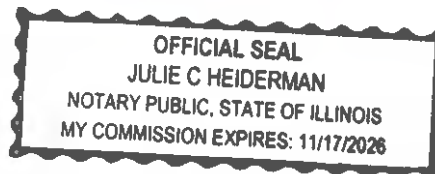
1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: W. B. Bauer V.P.
Authorized Agent of Contractor

Subscribed and sworn to before me on this 14 day of March 2023.

Julie C. Heiderman
Notary Public



RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintaining drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violation.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 3/14/23
Signed By: William R. Bowes v.p.
Authorized Agent of Contractor
William R. Bowes

RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

CERTIFICATIONS

William R Bowes, being first duly sworn, deposes and states

that they are V.P. of
(Partner, Officer, Owner, etc.)

Chicago Land Paving,
(Corporation / Company)

and that they are cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the Hanover Township because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities -Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and

regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners:

CORPORATION:

Corporate Name: chicagoland Paving

Signed By: W.R. Bowes

Title: V.P.

Business Address: 225 Telser Rd Lake Zurich IL 60047

Business Phone Number: 847 550 9681

Insert Names of Corporate Officers

President: Kevin Meertz

Secretary: V.P. William R. Bowes

Treasurer: _____

Attest: Julio Hernandez
Asst Sec.

RETURN WITH BID

**HANOVER TOWNSHIP
GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING
PROJECT**

REFERENCES

Name of Bidding Firm: chicagoland paving
(Please print)

The Contractor must list three (3) references with needs similar to the Hanover Township for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: _____

Address: please see attached

Phone: _____

Contact Person: _____

Type of Work: _____

2. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

3. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

Street Project List

Village of Bellwood

Adams Street & Linden Ave. Resurfacing (CDBG)
Contract Amount: \$150,000.00
Chuck Hodges
Hancock Engineering
708-865-0300

Lake Zurich CUSD 95

New May Whitney Elementary School
Midlothian/Church Off-Site Roadway Improvements
Contract Amount: \$3,550,473.70
Peter Lind
Gewalt Engineering Associates
847-478-9700

Village of Downers Grove

Forest North Parking Lot Improvements
& Burlington Ave.
Contract Amount: \$555,000.00
Nate Hawk
Village of Downers Grove
630-434-5467

Village of Winthrop Harbor

2021 Street Improvements
Contract Amount: \$359,000.00
Stephen Wegner
Baxter Woodman
815-444-3353

Village of Golf

2020 Capital Improvements Project
Contract Amount: \$237,000.00
Brian Wesolowski
Gewalt Engineer Associates
847-478-9700

Village of Indian Head Park

2021 Road Repair
Contract Amount: \$343,999.55
Kevin Vandewoestyne
Thomas Engineering Group
847-815-9500

Village of Forest Park

14th Street Resurfacing (CDBG)
Contract Amount: \$170,000.00
James Amelio
Christopher B. Burke Engineering, Ltd.
847-652-1343

Grant Township Highway Department

2021 Roadway (Cam Aqua & Tanneron)
Contract Amount: \$277,200.00
Carissa Smith / Kim Kiesgen
Gewalt-Hamilton Associates
847-478-9700



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors Inc

225 Telser Rd

Lake Zurich, IL 60047-1582

OWNER:

(Name, legal status and address)

Hanover Township

250 S II Route 59

Bartlett, IL 60103-1648

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Glen Echo Road, Chestnut Street & Circle Drive Resurfacing

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company

1900 South 18th Avenue

West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 14 day of March , 2023

Julio Hernandez
(Witness)

TW/MW
(Witness)

Chicagoland Paving Contractors Inc

(Contractor as Principal)

(Seal)

W.R. Bowes
(Title) William R. Bowes

West Bend Mutual Insurance Company

(Surety)

(Seal)

PAUL F PRAXMARER
(Title) PAUL F PRAXMARER , Attorney-In-Fact

Init.

/

Bond No. 2539653

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of March, 2023



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

ACKNOWLEDGMENT OF CORPORATE SURETY

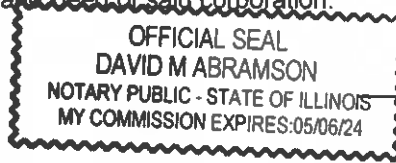
STATE OF Illinois)

ss

County of McHenry)

On this 14th day of March, 20 23, before me appeared
Paul F. Praxmarer to me personally known, who being by me duly sworn,
did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COM-
PANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-
Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said in-
strument to be the free act and deed of said corporation.

My Commission Expires



A handwritten signature in cursive script, appearing to read "David M Abramson", is written over a horizontal line.

Notary Public

May 6, 20 24

County of McHenry, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code
of 1956, 1956 PA 218 and MCL 500.2236.

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE THE MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT**

BE IT RESOLVED by the Supervisor and the Board of Trustees (collectively, the “Board”) of Hanover Township (the “Township”), Cook County, Illinois, as follows:

SECTION ONE: APPROVAL. The Mutual Aid Box Alarm System Master Agreement (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by reference, between the Township and the units of federal, state, and local government and other non-governmental organizations identified therein, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk are hereby 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 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 21, 2023

APPROVED: March 21, 2023

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 21, 2023, and approved on March 21, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

Table of Contents

SECTION ONE - PURPOSE	4
SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS	5
SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID	7
SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT	8
SECTION FIVE – COMPENSATION FOR AID	9
SECTION SIX - INSURANCE.....	10
SECTION SEVEN - LIABILITY	11
SECTION EIGHT - CHAPTERS	11
SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS	12
SECTION TEN - DIVISIONS	12
SECTION ELEVEN - TERM	13
SECTION TWELVE - MISCELLANEOUS.....	13
SECTION THIRTEEN - AMENDMENT.....	14
SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS	15
SECTION FIFTEEN - APPROVAL.....	15

This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
 - Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
 - R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
 - S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
 - T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
 - U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
 - V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____



240 S. Illinois Route 59, Bartlett, Illinois 60103

Approved: _____

Annual Meeting of the Township of Hanover

Tuesday, April 18, 2023 – 7:00 p.m.

A G E N D A

- I. Call to Order
- II. Pledge of Allegiance
- III. Welcome and Introduction of Officials
- IV. Election and Oath for Moderator
- V. Approval: Annual Town Meeting Agenda
- VI. Public Comment
- VII. Acceptance of Minutes: 2022 Annual Town Meeting
- VIII. Presentation: Annual Financial Statements by the Supervisor
- IX. Certification of Accounts by Trustees
- X. Presentation: Department Reports
- XI. Consideration of Disposition of Township Surplus Property
- XII. Resolution: Delegate Authority to the Township Board to Purchase, Sell and Lease Property
- XIII. Resolution:
- XIV. Motion: Set Hour of Special Town Meetings for 7:00 p.m.
- XV. Motion: Set Hour of Next Annual Town Meeting for 7:00 p.m.
- XVI. Motion: Pay Moderator
- XVII. Adjournment



Memorandum

Date: March 17, 2023
To: Hanover Township Board
From: James C. Barr, Township Administrator
Re: Recommendation of Appointment of Township Enforcement Officers

Periodically the Township updates its current appointment of Township Enforcement Officers. The Township Enforcement Officers have the same power and authority within the Township as a deputy sheriff per state statute but only for the purpose of enforcing Township ordinances. Township Enforcement Officers are also authorized to enforce county ordinances within areas of a County located within the Township pursuant to intergovernmental agreements between the respective County and Township to the extent authorized by agreement. Hanover Township and Cook County have had such an agreement in place since February of 2013.

Operationally, Hanover Township's Township Enforcement Officers enforce Township ordinances regulating the Township's seven open space reserves as well as Township and County ordinances in the unincorporated portions of the Township. Fortunately, the Township has experienced few issues within the reserves and most code enforcement matters in the unincorporated areas are coordinated between Township personnel and Cook County Building and Zoning staff.

Township Enforcement Officers are required per state statute to attend training by the Illinois Law Enforcement Training Standards Board on code enforcement, which is offered infrequently. The following individuals are recommended for appointment as Township Enforcement Officers.

Mike Crews, Department of Emergency Services
Caleb Hanson, Department of Facilities and Road Maintenance
Rick Nelson, Department of Facilities and Road Maintenance

Please let me know if I can provide any additional information via email at jbarr@hanover-township.org or call directly (630) 837-0301 ext. 2127. Thank you for your consideration of this matter.