



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board
January 23rd, 2024
7:00 PM

A G E N D A

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
 - A. Veterans Honor Roll – SP4 Matthew Macaluso
 - B. Mary Alice Benoit
 - C. St. John the Evangelist Catholic Church
 - D. Streamwood High School
 - E. Village of Hanover Park
 - F. Human Trafficking Prevention Month Resolution
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Trustees’ Committee Reports
 - E. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Rescheduled Meeting Minutes of December 19, 2023
 - B. Resolution to Approve a Subrecipient Agreement with Cook County for American Rescue Plan Act Funds
 - C. Resolution to Approve a Professional Services Agreement with Hitchcock Design Group for Tiknis Campus Expansion Reserve Design Services
 - D. Resolution to Approve a Professional Services Agreement with Berna Architects & Design for Architect Services at 310 S. IL Route 59, Bartlett, Illinois
 - E. Resolution to Approve a Professional Services Agreement with Oxford Engineering for Mechanical and Plumbing Engineering at 310 S. IL Route 59, Bartlett, Illinois

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.

- F. Resolution to Approve a Professional Services Agreement with Hansen Palmer Associates for Electrical Engineering at 310 S. IL Route 59, Bartlett, Illinois
- G. Consideration of Lease at 218 South Main Street, Bartlett Illinois

IX. Executive Session

X. Other Business

XI. Adjournment



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

NAME: MATTHEW J MACALUSO

ADDRESS: 219 SIERRA PASS DR,

CITY/ZIP CODE: SCHAUMBURG, IL 60194 ^{Twp.}

PHONE #: 630-302-3134

DATE OF BIRTH: 8-30-46

BRANCH OF SERVICE: ARMY email mjmaca/usoc

HIGHEST RANK ATTAINED: SPEC 4 ^{att.net}

YEARS OF SERVICE: FROM 4-66 TO 3-68

MEDALS AWARDED OR OTHER CITATIONS:
NATIONAL DEFENSE / SHARPSHOOTER Page 2

INJURIES: _____

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

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

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

Thank you,

Brian P. McGuire

Supervisor



RESOLUTION

Declaring January 2024 as Human Trafficking Awareness Month

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

WHEREAS human trafficking is defined as the unlawful act of transporting or coercing people to benefit from their work or service, typically in the form of forced labor or sexual exploitation; and

WHEREAS, since its inception, the Human Trafficking Hotline in Illinois has documented 2,237 cases of human trafficking where 4,817 victims were identified in these instances; and

WHEREAS, according to recent data, Illinois ranks 11th in the nation for number of cases of Human Trafficking; and

WHEREAS, human trafficking can be prevented by building individual, community, and societal understandings and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation; and

WHEREAS, more than 20 years since the passing of the Trafficking Victims Protection Act, human trafficking still exists—including the forced or fraudulent recruitment, harboring, or transportation of people for labor or other acts; and

WHEREAS, a successful response to human trafficking requires a coordinated, community-wide effort, and Hanover Township applauds the agencies, staff, and volunteers who spend countless hours every year assisting the victims of human trafficking and working to bring awareness to this world-wide issue.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hanover Township Board of Trustees, Cook County, Illinois, that month of January 2024, is declared Human Trafficking Awareness Month in Hanover Township.

Dated: January 23, 2024

In Witness Whereof, we have hereunto to 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 Eugene N. Martinez

Trustee Denise Noyola

*Seal of
Hanover
Township*

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Passports</i>	287	348	2,978	2,825
Photo Fees	\$3,350	\$3,620	\$31,730	\$29,200
Fee deposits	\$10,445	\$12,405	\$109,740	\$105,900
<i>Fishing/Hunting licenses</i>	1	0	45	32
<i>Handicap Placards</i>	23	25	151	216
<i>Vehicle Sticker Renewals</i>	36	27	306	299
<i>Human Resources Requests</i>	198	52	1,095	1,101
<i>New Employee Orientations</i>	0	2	26	31
<i>Technology work orders</i>	48	45	536	429
<i>Resident Contacts</i>	1,548	2,005	17,318	18,017
<i>Percent of Budget Expended (100% of year)</i>	6.2%	8.2%	59.1%	56.5%

Department Highlights

- Human Resources Manager Callahan coordinated annual open enrollment for Hanover Township's major medical and ancillary insurance benefits in December, including the transition of major medical benefits to Blue Cross Blue Shield of Illinois for benefit year 2024. Mission Insurance President, Steve Orlando, was on-site December 14 to meet with staff individually regarding insurance options available.
- Deputy Township Administrator Vana and Director Hanson met with Hitchcock Design Group to discuss the main campus expansion project and the potential to apply for Open Space Land Acquisition and Development Grant (OSLAD) funding through the Illinois Department of Natural Resources (IDNR) to support the development of the property on December 7.
- Deputy Township Administrator Vana and Director Kuttentberg attended the Bartlett Area Chamber of Commerce and Bartlett Rotary Club annual holiday luncheon on December 7.
- Deputy Township Administrator Vana and Disability Services Coordinator Metsig continue to participate in weekly blended management meetings with Up Holdings and Ecker Center for Behavioral Health to discuss program and service development and tenant needs at Hanover Landing.
- Deputy Township Administrator Vana and Human Resources Manager Callahan attended the Airdo Werwas webinar on the Paid Leave for All Workers Act on December 20.
- Youth and Family Services Director Houdek, Assistant Director of Clinical Services Pamphile, and Human Resources Manager Callahan participated in first round interviews for the Family Therapist position.
- Youth and Family Services Director Houdek, Prevention Services Manager Dickinson, and Human Resources Manager Callahan participated in first round interviews for the Prevention Specialist position.
- Prevention Services Manager Dickinson and Human Resources Manager Callahan participated in first round interviews for the Youth Program Assistant and Youth Program Assistant Drive position.
- Hanover Landing had 3 additional move-ins in the month of December, in addition to the hiring of a Community Builder to assist residents on site and occupy the final unit. Hanover Landing is fully occupied.
- Hanover Landing Disability Services Coordinator Metsig completed 8 intake assessments and met with 29 different residents for various information and referral services in December. Disability Services Coordinator Metsig also coordinated a holiday luncheon for the residents that was sponsored by the National Association of Mental Illness (NAMI) Kane County Chapter on December 19. 22 residents in addition to Hanover Landing staff attended the luncheon.

Hanover Township Mission Statement:

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

DEPARTMENT OF AGING SERVICES



Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Programming Division</i>				
Planned programs	155	197	2,153	2,087
Participants	1,331	849	15,098	12,036
Participants (unduplicated)	547	445	1,521	1,265
Wait listed (unduplicated)	0	18	213	197
New volunteers	2	0	24	30
Total volunteers (unduplicated)	128	113	195	183
Volunteer hours reported	1,213	1,254	15,717	13,165
<i>Nutrition Division</i>				
Meals served	1,821	1,328	18,692	14,342
Meals delivered by volunteers	3,107	2,886	26,804	26,979
Clients served (unduplicated)	671	n/a	1,619	n/a
<i>Social Services Division</i>				
Clients served (unduplicated)	211	185	1,030	1,122
Clients served (duplicated)	256	250	2,305	2,702
Energy Assistance	32	83	434	582
Prescription drugs & health insurance assistance	65	63	1,017	1,132
Social Service programs	9	10	94	102
Social Service program participants	279	322	1,238	1,204
Lending Closet transactions	114	110	1,245	1,111
Home Services direct care hours	110.5	N/A	651.5	N/A
<i>Transportation Division</i>				
One way rides given	1,061	857	10,136	8,426
Clients served (unduplicated)	177	132	471	260
New riders	29	19	471	260
Unmet requests for rides	35	27	287	248

Department Highlights

- The Programming division coordinated the annual Holiday Party on December 5 at Villa Olivia; 119 participants enjoyed a four-course meal, holiday entertainment, and raffles.
- The Corn Hole group celebrated the holidays with 16 people attending the program on December 5.
- The Guitars in Bartlett Club performed a Holiday Program for 18 participants on December 12. Participants enjoyed hot cocoa and desserts while singing along to holiday favorites.
- On December 8, Social Services Manager Gomez and Volunteer & Program Coordinator Murillo facilitated a focus group at the Hanover Park District to relaunch Latino Programming. Ten people attended and shared opinions and preferences for future programs.
- The Elgin Area Summit Pre-School brought preschoolers to perform holiday songs on December 14. Attendees enjoyed cookies and cocoa while watching the performance.
- Over 140 households received care packages and 55 people attended the annual Adopt-A-Senior Reception on December 15.
- The department ended the year with 58 participants for “Putting on the Ritz” at the New Year’s Eve party on December 28 which featured fancy hors d’oeuvres, desserts, and a Champagne toast.

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

OFFICE OF THE ASSESSOR



Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Administration</i>				
Office visits	87	251	2,537	2,116
Building permits processed	710	387	2,310	4,137
Change of Name	0	2	51	19
Property tax appeals	0	121	385	711
Certificates of Error	97	171	647	612
Property location updates	0	0	1	0
Sales Recording	0	206	676	965
New owner mailing	0	113	650	1,133
<i>Exemptions</i>				
Homeowner exemptions	0	0	246	111
Senior homeowner exemptions	0	0	200	147
Senior Freeze exemptions	0	0	884	138
Disabled Veteran exemptions	0	0	121	32
Disabled person exemptions	0	0	59	61
Miscellaneous exemptions	2	3	14	20

Department Highlights

- The total number of email addresses on the Assessor's Office contact list is now 3,780 after 50 new contacts were added in December.
- Second Installment tax bills for Tax Year 2022 were due on December 1, 2023
- First Installment tax bills for Tax Year 2023 were posted online and will be due on March 1, 2024.
- The Assessor's Office participated in the Township's Sponsor a Family Program.

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 December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Website Visits (total)</i>	7,378	7,553	62,401	68,036
<i>Website Visits (unique)</i>	4,867	5,333	54,840	48,743
<i>Facebook Followers (new and total FYTD)</i>	48	35	5,817	5,283
<i>Facebook Reach</i>	34,645	19,694	229,115	189,080
<i>X (Twitter) Followers (new and total FYTD)</i>	0	3	1,419	1,387
<i>X (Twitter) Impressions (new and total FYTD)</i>	4,133	6,161	43,5111	53,783
<i>YouTube Views</i>	121	7,478	1,999	35,110
<i>Media Releases</i>	3	3	39	33

Department Highlights

- Director Kuttenberg, Township Administrator Barr, and Communications Coordinator Smith met with Green Room Video, a video production company, on December 4 to discuss a proposal to record a Township-wide promotional video for social media and the Township website.
- Director Kuttenberg and Trustee Essick attended Mayor Kaptain's state of the city address on December 5 at Elgin Community College.
- Director Kuttenberg and Supervisor McGuire attended the ribbon cutting ceremony of Schaumburg Township's new lobby on December 5.
- Director Kuttenberg joined officials and staff in attending the Village of Streamwood holiday party on December 5 at the village hall.
- Director Kuttenberg joined other staff in a meeting on December 6 to discuss strategies for obtaining a delayed part for a Township bus.
- Director Kuttenberg, Communications Coordinator Smith, and Human Resources Manager Callahan met with representatives from Elgin Community College on December 6 to discuss the college's internship program and reimbursement contribution.
- Director Kuttenberg and Deputy Township Administrator Vana attended the Bartlett Area Chamber of Commerce's Annual Holiday Luncheon on December 7 at Villa Olivia. Director Kuttenberg was sworn in as a full director of the chamber board.
- The Township hosted its first Vehicle Light Replacement event on December 7 at the Emergency Services Station with Commissioner Morrison's office.
- Director Kuttenberg virtually attended the Government Social Medial Membership Committee meeting on December 8.
- Director Kuttenberg, Township Administrator Barr, Trustee Essick and Hanover Township Foundation President Anne Essick attended the December 14 holiday party of the Township Communicators of Illinois in Rosemont.
- Director Kuttenberg, Supervisor McGuire and Township Administrator Barr participated in the December 19 virtual meeting of the Metropolitan Township Association's Legislative Committee.
- Director Kuttenberg attended the December 20 Membership Committee meeting of the Bartlett Area Chamber at Brianna's Pancake House.

Hanover Township Mission Statement:

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

OFFICE OF COMMUNITY HEALTH



Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Appointments</i>				
ProTimes	5	8	57	51
TB skin test	4	8	46	29
Cholesterol	0	1	90	112
Pharmaceutical Assistance Programs	0	0	0	2
Miscellaneous labs	18	12	127	88
Wellness Screening (BP, diabetes, anemia)	31	22	320	404
Other	94	58	702	720
<i>Clinic Clients</i>				
Senior Center/ home visits	111	83	1,022	1,006
Astor Avenue	37	13	142	165
Offsite clinics	7	12	96	165
Total clients (unduplicated)	53	29	515	518
<i>Public Education & Health Promotion</i>				
Media coverage	0	1	4	11
Informational seminars/Program	2	3	43	47
Program Participants	23	813	2,095	2,288
<i>Primary Care Provider Support</i>	4	3	12	23

Department Highlights

- Director Smith and Community Health Nurse Kramer provided 9 home visits for residents in the month of December.
- The Office of Community Health provided laboratory services for 12 residents at The Oaks lab clinic in the month of December.
- Director Smith attended a planning meeting with Senator Castro's Office and Ascension Health on December 7 for a heart health screening event to be held in February at the Senior Center.
- Liza Gutierrez from Partners for Our Communities attended the Wrap Group on December 7 and educated Township employees on the programs and services they provide for residents.
- Director Smith and Community Health Nurse Kramer became certified as Fit & Strong instructors on December 7. Fit & Strong is an evidence based physical activity and behavior change program for older adults with arthritis.
- Community Health Assistant Tyrrell and Community Health Receptionist Ryczewicz attended and provided support for the Aging Services Adopt a Senior reception on December 15.
- Community Health Nurse Kramer facilitated an Art & Brain Health program on December 20.

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 November 2023

SERVICE PROVIDED	NOVEMBER 2023	NOVEMBER 2022	FYTD 2024	FYTD 2023
<i>Hours</i>				
Volunteer Detail Hours	429	1,183	4,226	5,923
Volunteer Work Hours	207	60	3,587	1,141
Volunteer Training Hours	59	91	977	1,187
<i>Total Volunteer Hours</i>	695	1,522	8,830	8,440
<i>Details</i>				
Emergency Call Outs	21	14	141	268
Safety Patrols	0	2	8	44
Township Sponsored Events	5	2	22	24
Other Community Events	0	0	12	13
Miscellaneous	0	0	0	2
<i>Total Details</i>	26	18	183	351

Department Highlights

- HTES Officers responded to a reported structure fire in Hanover Park on December 1.
- HTES Officers provided a residential pump-out in Bartlett on December 3.
- HTES Officers responded to a structure fire in South Barrington on December 3, providing drone flights, air cylinder refills, and lighting assets.
- HTES Officers responded to a reported structure fire in Hanover Park on December 12.
- HTES Officers responded to a gas leak in Schaumburg on December 14 to provide traffic management.
- HTES Officers responded to a traffic accident in Schaumburg on December 11 to provide traffic management.
- HTES Officers responded to a structure fire in Roselle on December 12 providing cylinder refill and drone flights.
- HTES Officers responded to a structure fire in St. Charles December 16 and provided lighting and air cylinder fills.
- HTES Officers responded to a structure fire in Roselle on December 17 and provided air cylinder refill.
- HTES Officers responded to vehicle extrication in Hanover Park on December 17.
- HTES Officers responded to a hazardous materials incident in Bartlett and provided traffic control on December 17.
- HTES Officers responded to a reported structure fire in Hanover Park on December 23.
- HTES Officers responded to a traffic accident in Hoffman Estates on December 23 to provide traffic management.
- HTES Officers responded to a traffic accident in Schaumburg on December 23 to provide traffic management.
- HTES Officers responded to a reported structure fire in South Elgin on December 25.
- HTES Officers responded to structure fires in Roselle on December 29 providing cylinder refill, lighting, and decontamination.
- HTES Officers responded to a dive call in Addison on December 29 providing decontamination.
- HTES Officers responded to a reported structure fire in Carpentersville on December 30.

Hanover Township Mission Statement:

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

DEPARTMENT OF FACILITIES & ROAD MAINTENANCE

Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Administration</i>				
Vehicle service calls	4	0	19	15
Work orders	469	200	3,740	3,201
Event set-ups/tear downs	166	93	1,345	1,241
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	4,636	4,767	41,998	40,496
Town Hall	8,040	6,240	82,740	73,260
Senior Center	N/A*	29,512	299,574*	346,078
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	210.04	353.17	673.74	512.61
Town Hall	761.80	971.49	2,143.56	1,606.47
Senior Center	1,789.21	2,362.29	12,877.99	13,016.27
<i>Road Maintenance</i>				
Salt Usage (Tons)	22	184	62	204

*December usage not provided by Comed by time of reporting.

Department Highlights

- Facilities and Road Maintenance staff completed snow removal for two minor events, including salting and plowing at all Township facilities, Bartlett Fire Protection District stations, and Emergency Services Station 1.
- Facilities staff completed the installation of holiday lighting at all Township facilities including the Tiknis Campus expansion property and new Emergency Services station.
- Road Maintenance Manager Santangelo and Facilities and Road Associate Rico assisted Director Imperato with the additional bike purchases and pickups. All bikes were brought back to the Facilities storage area and placed in secure location prior to the Sponsor a Family event.
- On December 22, Facilities staff assisted the Department of Human Services with the Sponsor A Family event by packing gifts for families, completing setup of Township tents, and made approximately 30 deliveries to resident homes with bikes and large packages.
- Facilities staff completed setups for the Cook County Sheriff's Car Light Repairs and Supervisors Toy Drive, held at the new Emergency Services station.
- Director Hanson completed phone and Access Point installation and assisted with the coordination of IT hardware at the new Emergency Services Station. In addition, the FOB system was activated and keys were programmed for Emergency Services members.
- Director Hanson conducted a monthly walk-through of the Astor Avenue Community Center, Izaak Walton Youth Center, and the Senior Center with the appropriate directors and staff.
- Director Hanson and Township Administrator Barr attended the weekly construction meetings for the Tiknis Campus expansion and Emergency Services Station. Representatives from Vertex Consulting, Old Republic, Thomas Engineering Group, and FGM Architects were also in attendance.

DEPARTMENT OF HUMAN SERVICES



Report for December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>General Assistance</i>				
General Assistance clients	9	8	81	73
General Assistance appointments	14	8	141	112
Emergency Assistance appointments	34	19	202	189
Emergency Assistance approved	6	2	22	40
Crisis intake clients	328	293	2,633	2,277
<i>Veterans' Services</i>				
Office Visits	8	5	122	40
<i>Social Services</i>				
CEDA Applications (LIHEAP, LIWAP, PIPP)	85	118	335	611
Financial assistance applications*	5	1	68	39
<i>Food Pantry</i>				
Served (Households)	1,596	1,068	11,782	9,866
Unduplicated	292	195	2,677	3,138
New applications	42	17	380	210
Food Donations	11	81	378	816
<i>Community Center Walk-Ins</i>	198	172	1,431	1,664

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

Department Highlights

- The 2023 Holiday Programs served 1,026 families for a total of 2,841 children. Additionally, 416 holiday meal boxes were distributed.
- The first annual Supervisors Toy Drive Drop Off was held on Saturday, December 16.
- The food pantry continues to see a growing number of visits, showing a 19% increase in usage during Fiscal Year 2024.
- The Veteran's Group holiday event was the group's largest turn-out of Veterans to date. 30 Veterans were in attendance and enjoyed games, raffles, a movie, and lunch.
- School District U46 Special Education Students dropped off blankets on December 1 to be distributed to residents in need. A special snack was enjoyed by the students and staff attending.
- Volunteer Employment Specialist Karen Flaxman continues serving residents with their employment needs and assisted two residents with their employment search in December.

*Human Services Mission Statement
Empowering Residents to Achieve Self-Sustainability*

OFFICE OF THE MENTAL HEALTH BOARD



Report for December 2023

SERVICE PROVIDED	NOVEMBER 2023	NOVEMBER 2022	FYTD 2024	FYTD 2023
<i>Grant Funding</i>				
New clients	141	79	2,460	1,762
Ongoing clients	1,002	805	9,641	5,703
Closed cases	31	40	386	295
Prevention programming presentations	0	6	89	138
Number in audience	0	37	2,005	2,038
<i>TIDE</i>				
Participants	29	28	29	28
Rides	213	200	1,722	1,658

Department Highlights

- The Mental Health Board met on December 18. There were no mid-year funding applications.
- The Mental Health Board Finance and Facilities Committee met on December 18 and approved the Fiscal Year 2024 Mental Health Board budget.
- All of the five units funded by the Mental Health Board are occupied.
- Manager Teachout connected several of the Hanover Landing residents in Mental Health Board funded units with transportation and other resources.
- A new rider was added to the Day Program Transportation Program funded by the Mental Health Board.
- Manager Teachout worked with four local developmental disability programs to promote Day Program Transportation opportunities and recruit additional riders.
- Manager Teachout attended the Association of Community Mental Health Authorities quarterly training and business meeting in Schaumburg.
- Manager Teachout worked with Summit School's early education program funded by the Mental Health Board to bring preschoolers to the Senior Center to sing holiday carols.
- Manager Teachout met with PADS of Elgin's Executive Director to discuss workforce development issues.
- Manager Teachout prepared the Fiscal Year 2024 Mental Health Board budget.
- Manager Teachout trained three new staff on reporting website procedures.
- Manager Teachout met with Northwest Center Against Sexual Assault, Ray Graham, and Marklund about mid-year funding applications.
- Manager Teachout participated in the Association of Community Mental Health Authorities of Illinois' Executive Committee meeting.
- Manager Teachout participated in the Illinois Regional Advisory Committee on the Community Emergency Services and Support Act (CESSA).

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 December 2023

SERVICE PROVIDED	DECEMBER 2023	DECEMBER 2022	FYTD 2024	FYTD 2023
<i>Outreach & Prevention</i>				
Open Gym participants	497	40	4,606	836
Open Gym participants (unduplicated)	198	14	524	113
Alternative to Suspension referrals	3	31	182	273
Alternative to Suspension participants	139	288	1,022	1,295
Alternative to Suspension participants (unduplicated)	69	151	182	237
<i>Clinical</i>				
Therapy clients	277	419	2,440	3,866
Therapy clients (unduplicated)	85	152	694	1,247
New clients (unduplicated)	1	3	38	40
Clinical hours	168	272	2,078	2,746
Group session participants	97	133	421	833
<i>Tutoring Participants</i>				
Total	36	54	491	452
Unduplicated	36	34	244	233

*Includes Summer Camp participants.

Department Highlights

- The department hosted the 5th Annual Cookies and Cocoa with Santa on December 1 with 208 people attending the event.
- On December 4, Director Houdek and Assistant Director of Clinical Services Pamphile attended Congressman Krishnamoorthi's virtual Youth Mental Health Town Hall event.
- Director Houdek, Prevention Services Manager Dickinson and Assistant Director of Clinical Services Pamphile presented to the Community Education Supports Task Force on December 4 on Youth and Family Services' Clinical and Prevention Divisions.
- On December 5, Director Houdek and Assistant Director of Clinical Services Pamphile met with Clinical Information System (CIS) administrator Gongmin Mou, regarding expanding CIS system capacity to facilitate progress toward strategic goals.
- Department staff and Township Administrator Barr participated in a second-round interview for the Substance Abuse Prevention Specialist position on December 5.
- On December 6, Assistant Director of Clinical Services Pamphile met virtually with Dr. Jennifer Stafiej of Jennifer Manfre and Associates regarding potentially providing an in-service on assessment, diagnosis, and treatment of autism spectrum disorder.
- Director Houdek met with Dr. Michele Ferrero, Director of Bremen Township Wellness Center on December 11 to discuss programming and to tour the facility.
- Prevention Services Manager Dickinson attended the Alignment Collaborative Pathways virtual meeting on December 13.
- Director Houdek, Prevention Services Manager Dickinson, and Human Resources Manager Callahan conducted a first round interview for the Prevention Specialist position.

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 12/19/23 - 1/22/24

	<u>Total</u>
Total Town Fund	106,692.54
Total Senior Services Fund	59,374.43
Total General Assistance Fund	17,227.68
Total Road Maintenance Fund	50,507.16
Total Committee for Senior Citizens Services	580.65
Total Mental Health Board Fund	41,453.63
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	300.00
Total Capital Fund	52,354.59
 Total All Funds	 <u><u>328,490.68</u></u>

Supervisor

Town Clerk
Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township Board Audit Report

December 19, 2023 through January 22, 2024

Type	Date	Num	Name	Memo	Amount
10A · Town Assets					
1001650 · Prepaid Expense					
Check	01/19/2024	155281	Chicago White Sox	Deposit for White Sox Bingo Game on 5/15/24	542.00
Total 1001650 · Prepaid Expense					542.00
Total 10A · Town Assets					542.00
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014430 · Computer Equipment & Software					
Check	01/10/2024	155208	Pax8	Microsoft Office 365 Monthly Fee 12/29/23-1/31/24	1,525.72
Check	01/10/2024	155238	ProxIT Technology Solutions	Inv #23986 Replacement APC Battery Backup for Town Hall Switches	854.85
Check	01/16/2024	155254	ProxIT Technology Solutions	Inv# 23984 Jan 2024 Managed IT Services Fee, Antivirus, Datto Backup S...	8,956.75
Check	01/19/2024	155293	Access 1 Source	Inv# 100200 Monthly base clock connection fee (2 clocks)	318.00
Total 1014430 · Computer Equipment & Software					11,655.32
Total 101CAP · Capital Expenditures					11,655.32
101CHN · Community Health					
1014452 · Office Supplies					
Check	12/19/2023	154956	Accurate Office Supply Co	Inv# 606405 Ink, Batteries, File Folders	98.06
Check	12/19/2023	154970	Accurate Office Supply Co	Inv# 606492 File Folders	18.50
Total 1014452 · Office Supplies					116.56
1014453 · Printing					
Check	01/02/2024	155079	COTG	Inv# IN4926056 Copier Charges 11/25-12/24	9.62
Check	01/19/2024	155294	Braden Interact (Sr Ctr DD6308370301-1)	Inv# 910953 Copy Charges LL	3.42
Total 1014453 · Printing					13.04
1014454 · Travel & Training					
Check	01/16/2024	155278	Sarah Tyrell	Mileage Reimbursement Nov-Dec	39.30
Total 1014454 · Travel & Training					39.30
1014457 · Furniture and Computer Equip					
Check	12/27/2023	155062	Leaf (379-002)	Inv# 15764031 Copier Lease	53.54
Total 1014457 · Furniture and Computer Equip					53.54
1014459 · Professional Services					
Check	01/02/2024	155086	Quest Diagnostics	Inv# 9207536871 Client Lab Service Fees	20.66
Total 1014459 · Professional Services					20.66
1014465 · Medical Supplies					
Check	12/19/2023	154962	McKesson Medical Surgical	Inv# 21467724 Gloves, Safety Glasses	103.44
Check	12/27/2023	155061	McKesson Medical Surgical	Inv #21497319 Hemoglobin tests	264.65
Check	01/10/2024	155229	McKesson Medical Surgical	Inv #21535023 TB skin tests	314.15

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Type	Date	Num	Name	Memo	Amount
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 20999966 Glucose Controls	89.11
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21021721 Glucometer	418.05
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21084327 Cholesterol Tests, Gloves, Bandages	246.04
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21158687 AIC Tests	132.70
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21185416 Handwashing Lotion, Cholesterol Tests, Glucose	326.16
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21187104 Disinfectant Wipes, Needles	179.18
Check	01/16/2024	155269	McKesson Medical Surgical	Inv# 21398016 Needles, Vaccination Needles	785.27
Total 1014465 · Medical Supplies					2,858.75
1014491 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,143.28
Total 1014491 · Health Insurance					1,143.28
1014492 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	31.80
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	98.37
Total 1014492 · Dental, Vision & Life Insurance					130.17
Total 101CHN · Community Health					4,375.30
101CVA · Community Affairs					
101CMA · Community Relations					
1014617 · Equipment & Furniture					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Inv# 9947174049 11/19-12/18	72.02
Check	01/02/2024	155087	Staples	Inv# 3554968586 HP OJ Pro Printer	179.99
Total 1014617 · Equipment & Furniture					252.01
1014625 · Communications					
Check	01/16/2024	155252	Breese Journal & Publishing Company	Inv# 152954 Winter/Spring2024 Hanover Happenings Newsletter	7,514.95
Total 1014625 · Communications					7,514.95
1014691 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	571.64
Total 1014691 · Health Insurance					571.64
1014692 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	21.20
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	92.73
Total 1014692 · Dental, Vision & Life Insurance					113.93
Total 101CMA · Community Relations					8,452.53
Total 101CVA · Community Affairs					8,452.53
101ES · ES - Expenditures					

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Type	Date	Num	Name	Memo	Amount
1014807 · Miscellaneous					
Check	01/19/2024	155298	Illinois Search and Rescue Council	Inv# 1152 ISARC Annual Membership	75.00
Total 1014807 · Miscellaneous					75.00
1014809 · Pre-Volunteer Screening					
Check	01/02/2024	155071	Air One Equipment, Inc.	Inv# 201714 Fit Test	45.00
Check	01/19/2024	155290	Air One Equipment, Inc.	Inv# 200775 Respirator Fit Test	45.00
Check	01/19/2024	155304	Physicians Immediate Care	Inv# 4367545 Drug Testing	171.00
Check	01/19/2024	155312	Verify (XHANEM)	Inv# 1563684 Background Checks	198.00
Check	01/19/2024	155312	Verify (XHANEM)	Inv# 1568300 Background Checks	90.00
Total 1014809 · Pre-Volunteer Screening					549.00
1014811 · Station Utilities					
Check	12/19/2023	154965	Village of Bartlett	Acct 64107 Bill# 802862 Water/Sewer 11/15	115.02
Check	12/19/2023	154967	Comcast (067)	ESHQ Monthly Internet 11/24-12/23	154.90
Check	12/19/2023	154967	Comcast (067)	ESHQ Installation Fee	129.95
Check	12/19/2023	154969	Village of Bartlett	Acct 64107 Bill# 789138 Water/Sewer 10/16	57.51
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 HTES Jet Pack 11/19-12*18	72.02
Check	01/19/2024	155313	Village of Bartlett	Acct 64107 Water/Sewer	180.24
Total 1014811 · Station Utilities					709.64
1014813 · Vehicle Fuel & Maintenance					
Check	12/19/2023	154966	Carol Stream Lawn and Power	Inv# 505564 New Carburetor, Preventative Maintenance Subaru Pump	347.63
Check	01/02/2024	155071	Air One Equipment, Inc.	Inv# 201564 New Valve Fitting	808.00
Check	01/02/2024	155082	KO Fleet Maintenance, Inc	Inv# 37622 Prev Maint Welded Cone Holder 9122	343.26
Check	01/02/2024	155070	Village of Hanover Park (Fuel)	Inv# 2023-18025 Nov 2023 Fuel	638.67
Check	01/10/2024	155243	Village of Hanover Park (Fuel)	Inv# 2023-1022 Oct 2023 Fuel Supplemental Charge	25.00
Check	01/19/2024	155299	KO Fleet Maintenance, Inc	Inv# 37693 9121 Preventative Maintenance	252.34
Check	01/19/2024	155307	Hopkins Ford	Inv# 683837 9131 Oil Change	74.91
Check	01/19/2024	155307	Hopkins Ford	Inv# 684059 9100 Oil Change	64.60
Total 1014813 · Vehicle Fuel & Maintenance					2,554.41
1014814 · Communications					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Inv# 9947174049 11/19-12/18	172.18
Check	01/02/2024	155085	Motorola Solutions Inc	Inv# 8025420231101 Monthly Communication Fee	678.00
Check	01/19/2024	155301	Motorola Solutions Inc	Inv# 8095120231204 Monthly Communication Fee	678.00
Total 1014814 · Communications					1,528.18
1014891 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	983.23
Total 1014891 · Health Insurance					983.23
1014892 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	16.96

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Type	Date	Num	Name	Memo	Amount
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	127.04
Total 1014892 · Dental, Vision & Life Insurance					144.00
Total 101ES · ES - Expenditures					6,543.46
101LEA · Legal & Auditing					
1014502 · Legal Services					
Check	01/19/2024	155316	Airdo Werwas LLC	Inv #190-0001-39427 Legal Fees	9,430.42
Check	01/19/2024	155316	Airdo Werwas LLC	Inv#190-0018-39429 Legal Fees	1,345.50
Check	01/19/2024	155316	Airdo Werwas LLC	Inv#190-0017-39345 Legal Fees	4,846.95
Check	01/19/2024	155316	Airdo Werwas LLC	Inv# 190-0023-39430 Legal Fees	2,473.50
Total 1014502 · Legal Services					18,096.37
Total 101LEA · Legal & Auditing					18,096.37
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Check	01/02/2024	155076	Bade Supply	Inv# 79253 Towels, Roll Towels, Toilet Paper	317.29
Check	01/02/2024	155076	Bade Supply	Inv# 79750 Hand Soap	260.46
Check	01/02/2024	155088	State Chemical	Inv# 903163148 Floor Cleaner, Disinfecting Cleaner	348.70
Check	01/10/2024	155213	Bade Supply	Inv# 80082 Roll Towels, Liners	456.04
Check	01/10/2024	155251	Home Depot, The 7816	Carpet cleaning solution	25.94
Total 1014205 · Janitorial Supplies					1,408.43
1014210 · Building Maintenance - Town					
Check	01/02/2024	155081	Johnson Controls Security Solutions	Cust# 6839 Inv# 39621324 Security Monitoring Jan-Mar - YFS	255.00
Check	01/02/2024	155081	Johnson Controls Security Solutions	Cust# 1645 Inv# 39621339 Security Monitoring Jan-Jun - Town Hall	551.83
Check	01/10/2024	155251	Home Depot, The 7816	Box, connect, lights	129.22
Check	01/10/2024	155251	Home Depot, The 7816	Cabinet stain, bulbs	44.44
Check	01/10/2024	155251	Home Depot, The 7816	Cover and face plates	11.01
Check	01/19/2024	155311	Home Depot, The 7816	Hinge	27.49
Total 1014210 · Building Maintenance - Town					1,018.99
1014211 · Building Maintenance - Senior					
Check	01/02/2024	155075	Amperage Electrical Supply Inc	Inv# 6585-2034118 Exterior Sconce Ballast Senior Center	85.24
Check	01/10/2024	155251	Home Depot, The 7816	Broom, laminate	45.28
Check	01/10/2024	155251	Home Depot, The 7816	Foam brushes, roller sleeves, stain	159.25
Total 1014211 · Building Maintenance - Senior					289.77
1014212 · Building Maintenance - Astor					
Check	01/10/2024	155251	Home Depot, The 7816	Keys	11.91
Total 1014212 · Building Maintenance - Astor					11.91
1014213 · Equipment Maintenance - Town					

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Type	Date	Num	Name	Memo	Amount
Check	01/02/2024	155084	Midwest Mechanical	Inv# 112144955 Repairs to RTU#s 1 & 4 Town Hall/YFS	1,331.22
Total 1014213 · Equipment Maintenance - Town					1,331.22
1014214 · Equipment Maintenance - Senior					
Check	01/02/2024	155074	American Backflow Prevention, Inc.	Inv# 23015 RPZ Valve Repairs Senior Center	1,460.95
Check	01/10/2024	155251	Home Depot, The 7816	Hardware	5.09
Check	01/10/2024	155234	Otis Elevator Company	Inv #CY17852001 Annual elevator inspection- Senior Center	455.00
Check	01/19/2024	155311	Home Depot, The 7816	Gift Shop Locks	21.31
Total 1014214 · Equipment Maintenance - Senior					1,942.35
1014218 · Vehicle Maintenance - Town					
Check	01/02/2024	155089	Suburban Tire Auto Care Centers	Inv# 537912 Belt Hub Repairs Truck# 336	790.56
Check	01/19/2024	155303	O'Reilly Auto Parts	Inv# 3421-386724 Jumper Cables	75.98
Total 1014218 · Vehicle Maintenance - Town					866.54
1014219 · Vehicle Fuel - Town					
Check	01/02/2024	155070	Village of Hanover Park (Fuel)	Inv# 2023-18025 Nov 2023 Fuel	578.27
Check	01/10/2024	155243	Village of Hanover Park (Fuel)	Inv# 2023-1022 Oct 2023 Fuel Supplemental Charge	149.69
Total 1014219 · Vehicle Fuel - Town					727.96
1014221 · Cell Phone/Communications					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Inv# 9947174049 11/19-12/18	504.14
Check	01/02/2024	155085	Motorola Solutions Inc	Inv# 8025420231101 Monthly Communication Fee	88.00
Check	01/19/2024	155301	Motorola Solutions Inc	Inv# 8095120231204 Monthly Communication Fee	88.00
Total 1014221 · Cell Phone/Communications					680.14
1014222 · Trash Removal - Town					
Check	01/10/2024	155224	Groot, Inc (68246)	Inv# 11759527T107 Trash/Recycling Collection - Jan	1,122.89
Total 1014222 · Trash Removal - Town					1,122.89
1014223 · Trash Removal - Senior					
Check	01/10/2024	155225	Groot, Inc (61390)	Inv #11759406T107 Trash/Recycling Collection - Jan	1,379.17
Total 1014223 · Trash Removal - Senior					1,379.17
1014225 · Grounds/Reserve Maintenance					
Check	01/10/2024	155251	Home Depot, The 7816	Extension cords	61.94
Check	01/10/2024	155246	Wood Dale Electrical Const., Inc.	Inv #932 Repairs to main campus parking lot	270.00
Check	01/19/2024	155311	Home Depot, The 7816	Holiday Decor	516.88
Total 1014225 · Grounds/Reserve Maintenance					848.82
1014229 · Equipment Maintenance - Izaak					
Check	01/19/2024	155291	Alarm Specialties and Protection	Inv# 33610 Quarterly Security Fire Monitoring	165.00
Check	01/19/2024	155311	Home Depot, The 7816	Table Repair Hardware	8.97

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Type	Date	Num	Name	Memo	Amount
Total 1014229 · Equipment Maintenance - Izaac					173.97
1014230 · Trash Removal - Izaac					
Check	01/03/2024	155094	Groot, Inc (54379)	Inv #11760074T107 Trash/Recycling Collection - January	268.23
Total 1014230 · Trash Removal - Izaac					268.23
1014234 · Building Maintenance ES Station					
Check	01/10/2024	155251	Home Depot, The 7816	Seasonal lights	607.72
Check	01/10/2024	155251	Home Depot, The 7816	HTES Building Supplies	42.95
Check	01/19/2024	155311	Home Depot, The 7816	Counter Top/Wallplate/Seam Sealer/Trim	838.33
Total 1014234 · Building Maintenance ES Station					1,489.00
1014235 · Equipment Maint ES Station					
Check	01/19/2024	155311	Home Depot, The 7816	Locker Supplies	23.53
Total 1014235 · Equipment Maint ES Station					23.53
1014236 · Trash Removal ES Station					
Check	01/10/2024	155222	Groot, Inc (605728)	Inv #11762590T107 Jan 2024 HTES Station Garbage	632.90
Total 1014236 · Trash Removal ES Station					632.90
1014291 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,979.93
Total 1014291 · Health Insurance					1,979.93
1014292 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	53.00
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	367.63
Total 1014292 · Dental, Vision & Life Insurance					420.63
Total 101MAIN · Facilities Maintenance					16,616.38
101THE · Town Hall Expense					
1014402 · Telephone - Town					
Check	12/27/2023	155059	AT&T 803	Acct# 630 Z99-0161 803 Monthly Charge 11/17-12/16	44.10
Check	01/10/2024	155207	James Barr	Phone reimbursement Oct-Dec 2023	150.00
Check	01/16/2024	155259	Comcast (185)	Inv# 191497466 Monthly Service Jan 2024	419.06
Total 1014402 · Telephone - Town					613.16
1014403 · Utilities - Town					
Check	12/19/2023	154965	Village of Bartlett	Acct 51470 Bill# 796776 Water/Sewer 11/15	315.64
Check	01/10/2024	155233	Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 11/14-12/14	607.91
Check	01/10/2024	155244	Village of Bartlett	Acct 64107 Bill# 810506 Water/Sewer 12/15	273.23
Total 1014403 · Utilities - Town					1,196.78

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Type	Date	Num	Name	Memo	Amount
1014405 · Internet Access - Town					
Check	12/19/2023	154958	Comcast (098)	Inv# 189066581 Monthly Ethernet Internet Dec 2023	934.95
Check	01/16/2024	155260	Comcast (098)	Inv# 191497463 Monthly Ethernet Internet Jan 2024	953.97
Total 1014405 · Internet Access - Town					1,888.92
1014416 · Equipment Rental - Town					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Hankver Landing Disability Coord Phone 11/19-12/18	186.40
Check	01/10/2024	155216	Canteen Rfrsh Svc 05635/002/00002 Admin	Inv# 250296 Town Hall Water Machine Rental 12/11-01/07	51.47
Check	01/10/2024	155236	Pitney Bowes Global Financial Services	Inv# 3106416795 Postage Machine Lease 10/30/23-1/29/24	486.99
Total 1014416 · Equipment Rental - Town					724.86
Total 101THE · Town Hall Expense					4,423.72
101TOE · Town Office Expense					
1014401 · Postage					
Check	01/19/2024	155315	Purchase Power Easy Permit Postage	Postage Fees	5,131.36
Total 1014401 · Postage					5,131.36
1014404 · Office Supplies					
Check	12/19/2023	154964	Staples	Inv# 3554000588 Town Hall Breakroom Supplies	140.80
Check	01/19/2024	155309	Staples	Inv# 3554000589 Ink Cartridge (2)	212.60
Total 1014404 · Office Supplies					353.40
1014429 · Miscellaneous					
Check	01/10/2024	155214	Basic	Inv# 2846439 ACA Filing Renewal	990.66
Check	01/19/2024	155289	The Alphabet Shop, Inc	Inv# 62420 Hanover Landing Door Sign Holder	100.99
Total 1014429 · Miscellaneous					1,091.65
1014530 · Financial Administration					
Check	01/10/2024	155247	Governmental Accounting, Inc	Inv# 59672 Monthly Contract Billing Dec 2023	5,400.00
Check	01/10/2024	155247	Governmental Accounting, Inc	Inv #59703 Montly Contract Billing Jan 2024	5,400.00
Total 1014530 · Financial Administration					10,800.00
1014531 · Community Affairs					
Check	01/19/2024	155310	Shaw Media	Inv# 022310195883 Bartlett Chamber Guide	1,195.00
Check	01/19/2024	155314	Universal Marketing, LLC	Inv# 14838 Ceramic Coffee Mugs	628.48
Total 1014531 · Community Affairs					1,823.48
1014534 · Passport Services					
Check	01/19/2024	155315	Purchase Power Easy Permit Postage	Postage Fees	2,975.00
Total 1014534 · Passport Services					2,975.00
1014591 · Health Insurance					

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Type	Date	Num	Name	Memo	Amount
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	2,852.87
Total 1014591 · Health Insurance					2,852.87
1014592 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	143.36
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	379.38
Total 1014592 · Dental, Vision & Life Insurance					522.74
Total 101TOE · Town Office Expense					25,550.50
104ASR · Assessor's Division					
1044411 · Equipment					
Check	01/16/2024	155273	Pete Feyerherd	Inv# 2024 Assessor Information System Annual Maintenance	550.00
Total 1044411 · Equipment					550.00
1044415 · Dues, Subs & Publications					
Check	01/10/2024	155240	Sidwell Company	Inv #6582 Cook County digital lease book	160.00
Total 1044415 · Dues, Subs & Publications					160.00
1044419 · Training					
Check	01/10/2024	155226	Illinois Property Assessment Institute	Inv# 385008 CIAO Qualifying Courses A.Imperato	790.00
Total 1044419 · Training					790.00
1044491 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	0.00
Total 1044491 · Health Insurance					0.00
1044492 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	38.16
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	168.73
Total 1044492 · Dental, Vision & Life Insurance					206.89
Total 104ASR · Assessor's Division					1,706.89
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094619 · Office Supplies					
Check	01/10/2024	155217	Canteen Rfrsh Svc 05635/001/00003 YFS	Inv #ORD255530 Office Supplies	76.67
Total 1094619 · Office Supplies					76.67
1094623 · Travel					
Check	01/02/2024	155090	Tina Houdek	Mileage Reimbursement Oct	55.02
Check	01/02/2024	155090	Tina Houdek	Mileage Reimbursement Nov/TOI Conference	276.41
Check	01/02/2024	155090	Tina Houdek	Mileage Reimbursement Dec	96.94

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Type	Date	Num	Name	Memo	Amount
Check	01/10/2024	155205	Katia Munoz (v)	Mileage Reimbursement Nov 2023	22.93
Check	01/10/2024	155205	Katia Munoz (v)	Mileage Reimbursement Dec 2023	47.16
Total 1094623 · Travel					498.46
1094626 · Equipment & Furniture					
Check	01/02/2024	155090	Tina Houdek	Phone Reimbursement Oct-Dec	120.00
Total 1094626 · Equipment & Furniture					120.00
1094691 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,239.15
Total 1094691 · Health Insurance					1,239.15
1094692 · Dental, Vision & Life Insurance					
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	1,073.45
Total 1094692 · Dental, Vision & Life Insurance					1,073.45
Total 109ADM · Administration & Clinical					3,007.73
109OUT · Outreach & Prevention					
1094644 · Travel					
Check	01/16/2024	155264	Gisel Trujillo (v)	Mileage Reimbursement Nov 2023	127.07
Check	01/16/2024	155264	Gisel Trujillo (v)	Mileage Reimbursement Dec 2023	112.66
Check	01/16/2024	155274	Ryan McSheffrey (V)	Mileage Reimbursement Dec	43.89
Total 1094644 · Travel					283.62
1094651 · Cellphones					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Inv# 9947174049 11/19-12/18	393.46
Total 1094651 · Cellphones					393.46
1094656 · Youth Center Equipment					
Check	12/19/2023	154957	Canteen Rfrsh Svc 05637/002/00002 YFS ...	Inv# 255307 Water Machine Rental 12/11-1/7	51.49
Check	01/16/2024	155257	Canteen Rfrsh Svc 05637/002/00002 YFS ...	Inv# 259512 Water Machine Rental 1/8-2/4	51.49
Total 1094656 · Youth Center Equipment					102.98
1094658 · Youth Center Utilities					
Check	12/27/2023	155060	Com Ed 010	Acct# 6997418010 Monthly Charges 11/6-12/7	328.22
Check	01/02/2024	155093	Nicor 78	Acct# 78-11-12-9467 Monthly Charges 11/27-11/26	311.05
Total 1094658 · Youth Center Utilities					639.27
1094791 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	3,640.84
Total 1094791 · Health Insurance					3,640.84

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December 19, 2023 through January 22, 2024

Type	Date	Num	Name	Memo	Amount
1094792 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	134.98
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	527.19
Total 1094792 · Dental, Vision & Life Insurance					662.17
Total 109OUT · Outreach & Prevention					5,722.34
Total 109YFS · Youth & Family Services					8,730.07
Total 1014 · Town Fund - Expenditures					106,150.54
1104 · Aging Services - Expenditures					
1104ADM · Administration					
1104523 · Recruitment					
Check	01/19/2024	155304	Physicians Immediate Care	Inv# 4367545 Drug Testing	475.00
Total 1104523 · Recruitment					475.00
1104524 · Utilities					
Check	01/10/2024	155232	Nicor 53	Acct# 53-90-98-7636 8 Monthly Charges 11/22-12/22	1,214.73
Total 1104524 · Utilities					1,214.73
1104525 · Telephone & High Speed Internet					
Check	12/27/2023	155058	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges Inv# 9947174049 11/19-12/18	169.20
Total 1104525 · Telephone & High Speed Internet					169.20
1104527 · Equipment					
Check	12/27/2023	155062	Leaf (379-002)	Inv# 15764031 LL Copier Lease	53.55
Check	12/27/2023	155063	Wells Fargo Financial Leasing Inc	Inv# 5027816753 Main Copier Lease	289.75
Check	01/19/2024	155313	Village of Bartlett	Acct# 62447 Water/Sewer	227.65
Total 1104527 · Equipment					570.95
1104528 · Office Supplies					
Check	12/27/2023	155064	Accurate Office Supply Co	Inv #606619 Paper, labels, rubberbands	207.12
Check	12/27/2023	155064	Accurate Office Supply Co	Inv #606444 Copy paper	40.16
Total 1104528 · Office Supplies					247.28
1104529 · Postage					
Check	01/19/2024	155315	Purchase Power Easy Permit Postage	Postage Fees	2,000.00
Total 1104529 · Postage					2,000.00
1104533 · Printing					
Check	01/02/2024	155079	COTG	Inv# IN4926056 Copier Charges 11/25-12/24	188.55
Check	01/19/2024	155294	Braden Interact (Sr Ctr DD6308370301-1)	Inv# 910953 Copy Charges LL	16.98
Check	01/19/2024	155296	COTG	Inv# IN4934544 Front Desk/Library Copier Charges 11/25-12/24	12.32

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Type	Date	Num	Name	Memo	Amount
			Total 1104533 · Printing		217.85
			1104538 · Community Affairs		
Check	12/27/2023	155069	Kwik Print	Inv #74874 Postcards	148.30
			Total 1104538 · Community Affairs		148.30
			1104591 · Health Insurance		
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	6,095.80
			Total 1104591 · Health Insurance		6,095.80
			1104592 · Dental, Vision & Life Insurance		
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	66.40
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	181.49
			Total 1104592 · Dental, Vision & Life Insurance		247.89
			Total 1104ADM · Administration		11,387.00
			1104NUT · Nutrition		
			1105551 · Congregate Food		
Check	12/19/2023	154961	Get Fresh Produce, Inc	Congregate Food	706.23
Check	12/27/2023	155066	Gordon Food Service	Cafe Food	999.23
Check	12/27/2023	155067	Get Fresh Produce, Inc	Congregate Food	459.48
Check	01/10/2024	155220	Get Fresh Produce, Inc	Congregate Food	763.22
Check	01/10/2024	155221	Gordon Food Service	Cafe Food	996.99
Check	01/16/2024	155262	Get Fresh Produce, Inc	Congregate Food	900.38
Check	01/16/2024	155263	Gordon Food Service	Cafe Food	1,460.88
			Total 1105551 · Congregate Food		6,286.41
			1105553 · Congregate Supplies		
Check	12/19/2023	154961	Get Fresh Produce, Inc	Congregate Supplies	169.43
Check	12/27/2023	155066	Gordon Food Service	Cafe Supplies	52.21
Check	12/27/2023	155067	Get Fresh Produce, Inc	Congregate Supplies	68.47
Check	01/10/2024	155220	Get Fresh Produce, Inc	Congregate Supplies	37.13
Check	01/10/2024	155221	Gordon Food Service	Cafe Supplies	167.97
Check	01/16/2024	155262	Get Fresh Produce, Inc	Congregate Supplies	106.66
Check	01/16/2024	155263	Gordon Food Service	Cafe Supplies	119.51
			Total 1105553 · Congregate Supplies		721.38
			1105555 · Travel		
Check	01/10/2024	155189	Jennifer Lara (v)	Home Delivered Meals Mileage Reimbursement Nov-Dec	28.17
			Total 1105555 · Travel		28.17
			1105558 · Home Delivered Meals Food		
Check	12/19/2023	154961	Get Fresh Produce, Inc	HDM Food	706.23
Check	12/27/2023	155066	Gordon Food Service	HDM Food	999.23

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Type	Date	Num	Name	Memo	Amount
Check	12/27/2023	155067	Get Fresh Produce, Inc	HDM Food	459.50
Check	12/27/2023	155068	Pur Foods LLC dba Mom's Meals	Inv# MM10312023-2-HT Special Dietary Meals	141.40
Check	01/10/2024	155220	Get Fresh Produce, Inc	HDM Food	776.28
Check	01/10/2024	155221	Gordon Food Service	HDM Food	996.99
Check	01/16/2024	155262	Get Fresh Produce, Inc	HDM Food	906.65
Check	01/16/2024	155263	Gordon Food Service	HDM Food	1,460.88
Check	01/19/2024	155306	Pur Foods LLC dba Mom's Meals	Inv# MM12312023HT Special Dietary Meals (396)	2,906.92
Total 1105558 · Home Delivered Meals Food					9,354.08
1105560 · Home Delivered Meals Supplies					
Check	12/19/2023	154961	Get Fresh Produce, Inc	HDM Supplies	169.42
Check	12/27/2023	155066	Gordon Food Service	HDM Supplies	52.21
Check	12/27/2023	155067	Get Fresh Produce, Inc	HDM Supplies	68.48
Check	01/10/2024	155220	Get Fresh Produce, Inc	HDM Supplies	37.12
Check	01/10/2024	155221	Gordon Food Service	HDM Supplies	167.97
Check	01/16/2024	155262	Get Fresh Produce, Inc	HDM Supplies	106.69
Check	01/16/2024	155263	Gordon Food Service	HDM Supplies	119.52
Total 1105560 · Home Delivered Meals Supplies					721.41
1105792 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	10.60
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	43.54
Total 1105792 · Dental, Vision & Life Insurance					54.14
Total 1104NUT · Nutrition					17,165.59
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	12/19/2023	154960	Emily Rose Davis	Gingerbread House Class Materials Dec 2023	123.82
Check	12/27/2023	155064	Accurate Office Supply Co	Inv #606619 Tea bags	32.84
Check	12/27/2023	155064	Accurate Office Supply Co	Inv #606444 Water	31.68
Check	12/27/2023	155066	Gordon Food Service	New Years Eve Party (75)	420.30
Check	01/10/2024	155211	Giuseppa Bartolomeo	Cooking Class Supplies 12/27	121.71
Check	01/10/2024	155215	Bridges of Poplar Creek	Halloween Party (74)	1,697.10
Check	01/16/2024	155265	Giuseppa Bartolomeo	Cooking Class Supplies 1/10	114.61
Check	01/19/2024	155279	White Pines Playhouse	Senior Presentation - John Denver	300.00
Check	01/19/2024	155280	Linda Kay (2)	Mileage Reimbursement	10.52
Check	01/19/2024	155282	Villa Olivia Country Club Inc	Mardi Gras Party (83)	2,191.20
Check	01/19/2024	155283	Shannon Reiskis	Yoga Class Instruction Jan-Feb	245.00
Check	01/19/2024	155286	Marriott Theatre in Lincolnshire	Senior Trip - In the Heights (28)	1,620.00
Check	01/19/2024	155287	Metropolis Performing Arts Center	Senior Trip - Musical (23)	896.00
Check	01/19/2024	155288	Edizon Dayao	Mardi Gras Party Entertainer	200.00
Total 1104515 · Programming					8,004.78
1104520 · Volunteer Services					
Check	01/10/2024	155186	Brian Doyle	Home Delivered Meals Mileage Reimbursement August-December	133.62

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Type	Date	Num	Name	Memo	Amount
Check	01/10/2024	155187	Bill Schmidt	Home Delivered Meals Mllege Reimbursement June-Jan	206.63
Check	01/10/2024	155188	Charles Valerio	Home Delivered Meals Mileage Reimbursement Dec	136.24
Check	01/10/2024	155190	Randy Teesdale	Home Delivered Meals Mileage Reimbursement Oct-Dec	144.10
Check	01/10/2024	155191	Dorothy Archer	Home Delivered Meals Mllege Reimbursement Dec 2023	63.80
Check	01/10/2024	155192	Edward Baus	Home Delivered Meals Mileage Reimbursement Dec	40.87
Check	01/10/2024	155193	Marlies Bellos	Home Delivered Meals Mileage Reimbursement Oct-Dec	135.59
Check	01/10/2024	155194	Priscilla Dixon	Home Delivered Meals Mileage Reimbursement Dec	67.27
Check	01/10/2024	155195	James Lemonides	Home Delivered Meals Mileage Reimbursement Dec	37.20
Check	01/10/2024	155196	Kathy Lindahl	Home Delivered Meals Mileage Reimbursement Dec	64.19
Check	01/10/2024	155197	Lynn Marinelli	Home Delivered Meals Mileage Reimbursement Nov-Dec	108.08
Check	01/10/2024	155198	Wayne Ruttenburg	Home Delivered Meals Mileage Reimbursement Dec	112.01
Check	01/10/2024	155199	Roth, Philip	Home Delivered Meals Mileage Reimbursement Nov-Dec	51.09
Check	01/10/2024	155200	Robert Sorensen	Home Delivered Meals Mileage Reimbursement Oct-Dec	141.48
Check	01/10/2024	155201	Charles Valerio	Home Delivered Meals Mileage Reimbursement Dec	41.72
Check	01/10/2024	155202	Mary Wojtczak	Home Delivered Meals Mileage Reimbursement Nov-Dec	59.74
Check	01/10/2024	155203	Alan Lenoci	Home Delivered Meals Mileage Reimbursement Nov-Dec	79.58
Check	01/16/2024	155255	Alan Lenoci	Home Delivered Meals Mileage Reimbursement 12/28	13.69
Check	01/16/2024	155258	Christina Gozdecki	Home Delivered Meals Mileage Reimbursement Oct-Dec	87.12
Check	01/16/2024	155266	Janice Trinco	Home Delivered Meals Mileage Reimbursement Oct-Dec	137.55
Check	01/16/2024	155267	Kathleen Fee	Home Delivered Meals Mileage Reimbursement Sept-Dec	118.56
Check	01/16/2024	155268	Larry Piemonte	Home Delivered Meals Mileage Reimbursement Nov-Dec	48.01
Check	01/16/2024	155270	Mark Buthman	Home Delivered Meals Mileage Reimbursement Oct-Dec	121.83
Check	01/16/2024	155271	Marlies Bellos	Home Delivered Meals Mileage Reimbursement Dec-Jan	60.35
Check	01/16/2024	155272	Pat Zickler	Home Delivered Meals Mileage Reimbursement Nov-Jan	113.54
Total 1104520 · Volunteer Services					2,323.86
1104891 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	6,051.51
Total 1104891 · Health Insurance					6,051.51
1104892 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	31.80
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	316.39
Total 1104892 · Dental, Vision & Life Insurance					348.19
Total 1104PRO · Enrichment Programs					16,728.34
1104SOC · Social Services					
1104569 · Senior Home Care Program					
Check	01/10/2024	155204	Joann Gante (v)	Mileage Reimbursement Dec 2023	31.05
Check	01/10/2024	155204	Joann Gante (v)	Mileage Reimbursement Dec 2023-Jan 2024	27.40
Check	01/16/2024	155275	Sarece Mitchell (v)	Mileage Reimbursement 12/8-12/21	31.70
Check	01/16/2024	155275	Sarece Mitchell (v)	Mileage Reimbursement 12/22-12/29	20.44
Total 1104569 · Senior Home Care Program					110.59
1104991 · Health Insurance					

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Type	Date	Num	Name	Memo	Amount
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	2,245.15
Total 1104991 · Health Insurance					2,245.15
1104992 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	21.20
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	120.83
Total 1104992 · Dental, Vision & Life Insurance					142.03
Total 1104SOC · Social Services					2,497.77
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	12/27/2023	155065	Kammes Auto & Truck Repair, Inc.	Inv #143132 Brake repair #145	660.86
Check	01/02/2024	155091	Valvoline	Inv# 59397 Oil Change 311	115.98
Check	01/02/2024	155091	Valvoline	Inv# 59547 Oil Change 313	62.02
Check	01/10/2024	155227	Kammes Auto & Truck Repair, Inc.	Inv #143226 Heater repair #142	213.98
Check	01/10/2024	155241	Ultimate Spray-N-Wash Inc	Inv# 41384 Bus Washes(7)	420.00
Check	01/10/2024	155243	Village of Hanover Park (Fuel)	Inv# 2023-1022 Oct 2023 Fuel Supplemental Charge	25.00
Check	01/10/2024	155245	Valvoline	Inv# 59892 Oil Change 147	93.47
Total 1104518 · Vehicle Maintenance					1,591.31
1104547 · Dispatch Software					
Check	01/16/2024	155276	Unified Dispatch	Inv# 3206177 Quarterly Call System Support/Maintenance	1,650.00
Total 1104547 · Dispatch Software					1,650.00
1104549 · Employee Screenings					
Check	01/19/2024	155302	Midwest Truckers Association Inc	Inv# 32383 Random Drug Testing	60.00
Total 1104549 · Employee Screenings					60.00
1104552 · Fuel					
Check	01/02/2024	155070	Village of Hanover Park (Fuel)	Inv# 2023-18025 Nov 2023 Fuel	3,171.82
Total 1104552 · Fuel					3,171.82
1104691 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	4,487.00
Total 1104691 · Health Insurance					4,487.00
1104692 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	43.82
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	591.78
Total 1104692 · Dental, Vision & Life Insurance					635.60
Total 1104TRN · Transportation					11,595.73

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Type	Date	Num	Name	Memo	Amount
Total 1104 · Aging Services - Expenditures					59,374.43
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024204 · Equipment					
Check	01/10/2024	155239	Quench USA, Inc.	Inv# 6823092 Water Machine Rental	48.75
Check	01/19/2024	155305	Quench USA, Inc.	Inv# 6430827 Water Machine Rental	44.32
Total 2024204 · Equipment					93.07
2024210 · Printing					
Check	01/10/2024	155235	Precise Printing Network, Inc.	Inv #54748 Brochures	173.00
Total 2024210 · Printing					173.00
2024511 · Phone and Internet					
Check	01/02/2024	155077	Comcast (898 WS)	Acct 8771100850097898 Monthly Cable/Internet Charges 12/25-1/24	266.31
Total 2024511 · Phone and Internet					266.31
2024591 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,245.15
Total 2024591 · Health Insurance					1,245.15
2024592 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	21.20
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	127.16
Total 2024592 · Dental, Vision & Life Insurance					148.36
Total 2024ADM · Administration					1,925.89
2024HOM · Home Relief					
2024102 · Rent					
Check	01/02/2024	6455	Larry Bennett	January 2024 Rent	700.00
Check	01/02/2024	6456	Michelle Breen	January 2024 Rent	650.00
Check	01/02/2024	6457	Nature Homes of the Meadows HOA	January 2024 Rent	275.00
Check	01/02/2024	6460	Shellpoint	January 2024 Rent	525.50
Check	01/02/2024	6461	Shellpoint Mortgage Servicing	January 2024 Rent	975.00
Check	01/02/2024	6462	Spring Lakes Estates	January 2024 Rent	685.00
Check	01/02/2024	6463	Spring Lakes Estates	January 2024 Rent	765.00
Check	01/02/2024	6464	Spring Lakes Estates	October 2023 Rent	765.00
Check	01/02/2024	6468	Valerie Woodcock	January 2024 Rent	210.00
Total 2024102 · Rent					5,550.50
2024103 · Utilities					
Check	01/02/2024	6452	Com Ed GA Home Relief	Utilities Assistance	88.53
Check	01/02/2024	6453	Com Ed GA Home Relief	Utilities Assistance	64.89
Check	01/02/2024	6458	NICOR GA Home Relief	Utilities Assistance	69.34

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Type	Date	Num	Name	Memo	Amount
Check	01/02/2024	6459	NICOR GA Home Relief	Utilities Assistance	75.11
Total 2024103 · Utilities					297.87
2024105 · Personal Essentials					
Check	01/02/2024	6470	Walmart	Personal Essentials January 2024	300.00
Check	01/02/2024	6471	Walmart	Personal Essentials January 2024	600.00
Total 2024105 · Personal Essentials					900.00
2024106 · Travel Expenses					
Check	01/02/2024	6450	BP Gas Station	Fuel Assistance January 2024	50.00
Check	01/02/2024	6465	State Farm Del Vassey	Transportation Assistance	99.57
Check	01/02/2024	6465	State Farm Del Vassey	Transportation Assistance	74.93
Check	01/02/2024	6466	State Farm Salah, Neal	Transportation Assistance	32.96
Total 2024106 · Travel Expenses					257.46
2024119 · Emergency Assistance					
Check	01/02/2024	6451	City of Elgin	Utilities Assistance	246.96
Check	01/02/2024	6454	Delaney Real Estate Holdings Inc	Shelter Assistance	2,100.00
Check	01/02/2024	6467	US Bank Mortgage	Shelter Assistance	1,783.83
Check	01/02/2024	6469	Village of Streamwood	Utilites Assistance	102.63
Total 2024119 · Emergency Assistance					4,233.42
Total 2024HOM · Home Relief					11,239.25
202PAN · Pantry					
1014161 · Utilities					
Check	01/10/2024	155230	Nicor 65	Acct# 65-08-57-1000 5 (Meter 1) Monthly Charges 11/13-12/13	122.44
Check	01/10/2024	155231	Nicor 75	Acct# 75-08-57-1000 4 (Meter 2) Monthly Charges 11/13-12/13	123.18
Check	01/10/2024	155242	Village of Hanover Park	Acct 3940-001 Water/Sewer 12/27	54.00
Total 1014161 · Utilities					299.62
1014166 · Trash Removal					
Check	01/10/2024	155223	Groot, Inc (69323)	Inv# 11759528T107 Trash Collection Astor Dec/Jan	2,420.36
Total 1014166 · Trash Removal					2,420.36
1014191 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,200.44
Total 1014191 · Health Insurance					1,200.44
1014192 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	27.90
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	114.22
Total 1014192 · Dental, Vision & Life Insurance					142.12

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Type	Date	Num	Name	Memo	Amount
Total 202PAN · Pantry					4,062.54
Total 2024 · Human Services - Expenditures					17,227.68
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034701 · Legal					
Check	01/19/2024	155316	Airdo Werwas LLC	Inv# 190-0007-39428 Legal Fees	420.00
Total 3034701 · Legal					420.00
3034704 · Telephone					
Check	01/02/2024	155092	AT&T 152	Inv# 847717527312 Monthly Line 12/22-1/21	112.50
Total 3034704 · Telephone					112.50
3034705 · Dues, Subs & Publications					
Check	01/02/2024	155078	Continental Weather Svc	Inv# 195451 December 2023 Weather Forecasting	150.00
Check	01/19/2024	155295	Continental Weather Svc	Inv# 195519 Weather Forecasting - Jan	150.00
Total 3034705 · Dues, Subs & Publications					300.00
3034711 · Utilities					
Check	12/19/2023	154959	Com Ed 039	Acct# 7826007039 Monthly Charges 10/30-11/30	52.22
Check	12/19/2023	154963	Nicor 91	Monthly Charges 11/14-12/14	435.07
Check	12/19/2023	154968	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges 11/14-12/14	441.17
Check	01/10/2024	155218	Com Ed 039	Acct# 7826007039 Monthly Charges 11/30-1/3	58.52
Check	01/16/2024	155261	Com Ed 000 & 048 (R&B)	Acct# 0657043000 Monthly Charges 12/6-1/9	21.59
Check	01/16/2024	155277	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges/Supply Services 11/30-1/3	168.59
Total 3034711 · Utilities					1,177.16
3034791 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,143.28
Total 3034791 · Health Insurance					1,143.28
3034792 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	21.20
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	92.73
Total 3034792 · Dental, Vision & Life Insurance					113.93
Total 3034ADM · Administration					3,266.87
3034BLD · Buildings					
3034612 · Building & Perm Improvements					
Check	01/19/2024	155311	Home Depot, The 7816	Garage Shelving	170.76
Total 3034612 · Building & Perm Improvements					170.76
3034613 · Building Maintenance					

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Type	Date	Num	Name	Memo	Amount
Check	01/02/2024	155084	Midwest Mechanical	Inv# 112147838 Repairs for Road Garage Furnace	856.35
Check	01/10/2024	155251	Home Depot, The 7816	2x4's	15.21
Check	01/10/2024	155251	Home Depot, The 7816	Hardware and caulk	35.70
Check	01/10/2024	155251	Home Depot, The 7816	Pipe	22.96
Total 3034613 · Building Maintenance					930.22
Total 3034BLD · Buildings					1,100.98
3034ROD · Road Maintenance					
3034600 · Controlled Substance Testing					
Check	01/19/2024	155302	Midwest Truckers Association Inc	Inv# 32383 Random Drug Testing	50.00
Total 3034600 · Controlled Substance Testing					50.00
3034602 · Operating Supplies & Materials					
Check	01/02/2024	155073	Alta Equipment Company	Inv# SP4/80274 Replacement Filter Cover for Roads Chainsaw	18.72
Check	01/02/2024	155085	Motorola Solutions Inc	Inv# 8025420231101 Monthly Communication Fee	88.00
Check	01/10/2024	155251	Home Depot, The 7816	Shop supplies	45.92
Check	01/10/2024	155228	Kankakee Truck Equipment, Inc	Inv #178094 Fitting	122.74
Check	01/19/2024	155292	Alta Equipment Company	Inv# SP480274 Pole Saw Filter Cover	18.72
Check	01/19/2024	155301	Motorola Solutions Inc	Inv# 8095120231204 Monthly Communication Fee	88.00
Check	01/19/2024	155311	Home Depot, The 7816	Spray Nozzle/Extension Cords/Shovel	148.44
Total 3034602 · Operating Supplies & Materials					530.54
3034603 · Fuel					
Check	01/02/2024	155070	Village of Hanover Park (Fuel)	Inv# 2023-18025 Nov 2023 Fuel	727.94
Check	01/10/2024	155243	Village of Hanover Park (Fuel)	Inv# 2023-1022 Oct 2023 Fuel (forgotten vehicle & admin charge)	25.00
Total 3034603 · Fuel					752.94
3034607 · Contract Work					
Check	01/02/2024	155083	LRS, LLC	Inv# PS577740 Fall Street Sweeping Bridlewood Subdivision	800.00
Check	01/10/2024	155248	Chicagoland Paving	Final progress payment and retention 2023 Road Resurfacing project	40,333.19
Total 3034607 · Contract Work					41,133.19
3034610 · Street Lighting					
Check	01/10/2024	155219	Com Ed 051	Acct# 5619024051 Monthly Charges 11/27-12/28	47.34
Check	01/10/2024	155246	Wood Dale Electrical Const., Inc.	Inv #S5 Repairs to street lights	1,461.00
Total 3034610 · Street Lighting					1,508.34
Total 3034ROD · Road Maintenance					43,975.01
303EQM · Equipment					
3034608 · Equipment Purchase					
Check	01/02/2024	155073	Alta Equipment Company	Inv# SP4/80275 Replacement Pruner for Roads	600.00
Total 3034608 · Equipment Purchase					600.00

Hanover Township Board Audit Report

December 19, 2023 through January 22, 2024

Type	Date	Num	Name	Memo	Amount
3034609 · Maintenance Vehicles & Equip					
Check	01/02/2024	155073	Alta Equipment Company	Inv# SS4/39646 Repairs to Roads Pole Saw	96.03
Check	01/10/2024	155251	Home Depot, The 7816	International Truck Bed Paint Supplies	167.94
Check	01/10/2024	155251	Home Depot, The 7816	International Truck Bed Paint Supplies	25.77
Check	01/19/2024	155300	Kammes Auto & Truck Repair, Inc.	Inv# 143381 Truck 502 Air Brakes Repair	458.41
Check	01/19/2024	155308	Redmon's Towing	Inv# 526017 Air Leak - Truck 502	462.50
Check	01/19/2024	155308	Redmon's Towing	Inv# 526144 Truck 501 Tow	350.00
Check	01/19/2024	155311	Home Depot, The 7816	Fittings	3.65
Total 3034609 · Maintenance Vehicles & Equip					1,564.30
Total 303EQM · Equipment					2,164.30
Total 3034 · Road Maintenance - Expenditures					50,507.16
4045 · Comm/SR Citizens Svcs - Expense					
4045135 · Bingo Expense					
Check	01/19/2024	155284	Lancaster Bingo	Inv# 4630206 Bingo Cards	415.65
Check	01/19/2024	155285	Illinois Department of Revenue - Bingo	Bingo Taxes	165.00
Total 4045135 · Bingo Expense					580.65
Total 4045 · Comm/SR Citizens Svcs - Expense					580.65
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054591 · Health Insurance					
Check	01/19/2024	155317	Blue Cross Blue Shield	Monthly Medical Premiums	1,726.36
Total 5054591 · Health Insurance					1,726.36
5054592 · Dental, Vision & Life Insurance					
Check	01/10/2024	155206	Vision Service Plan	Acct# 30070457 Monthly Premium Dec 2023-Jan 2024	27.90
Check	01/19/2024	155297	Euclid Managers	Acct 5641581 Monthly Premium	171.73
Total 5054592 · Dental, Vision & Life Insurance					199.63
Total 5054ADM · Administration					1,925.99
5054SVC · Service Contracts					
5054123 · Easter Seals					
Check	01/16/2024	155253	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support June 2023	7,969.00
Check	01/16/2024	155253	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support Nov 2023	6,968.75
Total 5054123 · Easter Seals					14,937.75
5054162 · Tide Transportation					
Check	01/10/2024	155212	A#1 Cab Dispatch Inc	Tide Transportation - December Invoices	2,289.50
Total 5054162 · Tide Transportation					2,289.50
5054165 · Amita Alexian					

Hanover Township Board Audit Report

December 19, 2023 through January 22, 2024

Type	Date	Num	Name	Memo	Amount
Check	01/16/2024	155256	Alexian Bros Center Mental Health (MHB)	Outpatient Therapy and Psychiatry - Nov	2,264.60
Total 5054165 · Amita Alexian					2,264.60
5054177 · Staff Development Grant Fund					
Check	01/10/2024	155210	Wings	Staff Development	2,317.54
Total 5054177 · Staff Development Grant Fund					2,317.54
5054180 · Capital Grant Fund					
Check	01/10/2024	155250	Ecker Center for Behavioral Health	Hanover Landing office furniture	15,000.00
Total 5054180 · Capital Grant Fund					15,000.00
5054204 · Easter Seals Family Support					
Check	01/16/2024	155253	Easter Seals DuPage & Fox Valley Region	Family Support Services June 2023	2,062.00
Check	01/16/2024	155253	Easter Seals DuPage & Fox Valley Region	Family Support Services Nov 2023	656.25
Total 5054204 · Easter Seals Family Support					2,718.25
Total 5054SVC · Service Contracts					39,527.64
Total 5054 · Mental Health - Expenditures					41,453.63
7004 · Vehicle Replcmnt - Expenditures					
7004540 · Bus Purchase					
Check	01/10/2024	155237	Pace	Inv# 629967 Bus Lease	100.00
Check	01/10/2024	155237	Pace	Inv# 630018 Bus Lease	100.00
Check	01/10/2024	155237	Pace	Inv# 630026 Bus Lease	100.00
Total 7004540 · Bus Purchase					300.00
Total 7004 · Vehicle Replcmnt - Expenditures					300.00
8084 · Capital Projects - Expenditures					
8084414 · Emergency Services Station					
Check	01/02/2024	155072	Alphabet Shop, Inc	Inv# 62347 Township Logo Sign Installation EMA Station	300.00
Check	01/02/2024	155080	Cummins Sales and Service	Inv Preview Ref# 377889 HTES Station Backup Generator Load Test & In...	1,911.57
Check	01/03/2024	155095	AIS, Inc	Inv #85578 Final invoice for camera system complete install	31,475.00
Check	01/10/2024	155209	FGM Architects	November Progress payment- Phase 1 HTES/Campus Expansion	3,048.13
Check	01/10/2024	155249	Commercial Funding Inc.	December progress payment Emergency Services project engineering	7,974.42
Check	01/10/2024	155251	Home Depot, The 7816	Hardware, door lock, gutter hangers	353.50
Check	01/10/2024	155251	Home Depot, The 7816	Lumber	70.78
Check	01/10/2024	155251	Home Depot, The 7816	Trim boards	172.33
Check	01/10/2024	155251	Home Depot, The 7816	Reaplacement exterior door	666.79
Check	01/10/2024	155251	Home Depot, The 7816	PVC trim	149.37
Check	01/10/2024	155251	Home Depot, The 7816	Trim	51.63
Check	01/10/2024	155251	Home Depot, The 7816	Return exterior door	-238.62
Check	01/16/2024	155254	ProxiT Technology Solutions	Inv# 23984 HTES IT Equipment/Hardware, Firewall, Cable Installation	3,031.25
Check	01/19/2024	155311	Home Depot, The 7816	Lumber/Conduit/Sheeting	604.00

Hanover Township Board Audit Report

December 19, 2023 through January 22, 2024

Type	Date	Num	Name	Memo	Amount
Total 8084414 · Emergency Services Station					49,570.15
8084425 · Building & Perm Improvements					
Check	01/10/2024	155251	Home Depot, The 7816	Hardware, lights, screen moulding	293.11
Check	01/10/2024	155251	Home Depot, The 7816	Cabinets	2,491.33
Total 8084425 · Building & Perm Improvements					2,784.44
Total 8084 · Capital Projects - Expenditures					52,354.59
TOTAL					328,490.68



- I. Call to Order/Roll Call: Supervisor McGuire called the Board meeting to order at 6:00 p.m.
Clerk Dolan Baumer called the roll; present were Trustees Beattie, Essick, Noyola, and Martinez, and Supervisor McGuire.
Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Aging Services Director Megan Conway, Human Services Director Mary Jo Imperato, Community Health Director Kristen Smith, Community Affairs Director Tom Kuttentberg, Emergency Services Deputy Chief Lonnie Williams, Youth and Family Services Director Tina Houdek, Mental Health Board Manager Amanda Teachout, Assistant to the Administrator Hailey Matich, Deputy Administrator Kristin Vana, Administrator James Barr, Intern Muhammad Yahya, and Attorney Mike Airdo.
- II. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag.
- III. Town Hall: Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board; there were no responses. Supervisor McGuire closed the Town Hall.
- IV. Reports:
 - A. Supervisor's Report: Supervisor McGuire reported that the Christmas programs are underway with 723 families registered and 1,729 children. He and Administrator Barr hosted the Elgin Township Supervisor who visited Hanover Township.
 - B. Clerk's Report: Clerk Dolan Baumer reported that Monday, December 18 was the last day for filing petitions for referenda for the submission of questions of public policy with the local election authority; no petitions were received by the Township.
 - C. Assessor's Report: Assessor Moinuddin offered no report.
- V. Bill Paying: Mr. Barr presented the bills for payment from December 5, 2023 through December 18, 2023 as follows:

a.	Town	\$124,265.29
b.	Senior Services	23,561.27
c.	General Assistance	7,926.03
d.	Road Maintenance	19,275.13
e.	Mental Health Board	172,949.81
f.	Vehicle	300.00
f.	Capital	<u>202,588.67</u>
	Total	<u>\$550,966.20</u>

A motion was made by Trustee Martinez and seconded by Trustee Noyola, to approve payment of the bills as presented from December 5, 2023 through December 18, 2023. Roll call: Ayes: Trustees Beattie, Martinez, Noyola, and Essick, and Supervisor McGuire. Motion carried. None. Motion carried and the bills will be paid.
- VI. Unfinished Business: No other business was discussed.
- VII. New Business:
 - A. Board Meeting Minutes of December 5, 2023: Clerk Dolan Baumer presented the Board meeting minutes of December 5, 2023 for review and approval. Trustee Martinez moved to approve the Board meeting minutes of December 5, 2023 as presented; motion seconded by Trustee Beattie. Roll call: Ayes: Trustees Beattie, Martinez, Noyola, and Essick, and Supervisor McGuire. Nays: None. Motion carried.
 - B. Hanover Township Tax Levy Ordinance for the Fiscal Year beginning April 1, 2023 and ending March 31, 2024: Trustee Martinez moved that the Township Board approve ordinance #121923

Minutes of a Meeting of the Hanover Township Board

Tuesday, December 19, 2023

Page 2

the Hanover Township Tax Levy Ordinance for the Fiscal Year beginning April 1, 2023 and ending March 31, 2024 as follows:

General Corporate Tax	\$4,656,961.00
(Four million six hundred fifty-six thousand nine hundred sixty-one dollars and no cents.)	
Senior Citizens Services Tax	\$1,326,236.00
(One million three hundred twenty-six thousand two hundred thirty-six dollars and no cents.)	
General Assistance (Public Assistance) Tax	\$488,036.00
(Four hundred eighty-eight thousand and thirty-six dollars and no cents.)	
Social Security Tax	\$183,020.00
(One hundred eighty-three thousand and twenty dollars and no cents.)	
Retirement (IMRF) Tax	\$225,460.00
(Two hundred twenty-five thousand four hundred sixty dollars and no cents.)	
Community Mental Health Tax	\$1,493,751.00
(One million four hundred ninety-three thousand seven hundred fifty-one dollars and no cents.)	
Estimated Total Taxes Levied	<u>\$8,373,464.00</u>

(Eight million three hundred seventy-three thousand four hundred sixty-four dollars and no cents.)

Trustee Noyola seconded the motion. Roll call: Ayes: Trustees Beattie, Martinez, Noyola, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

- C. Hanover Township Road and Bridge Tax Levy Ordinance for the Fiscal Year beginning April 1, 2023 and ending March 31, 2024: Trustee Beattie moved that the Township Board approve ordinance #1219231 the Hanover Township Road and Bridge Tax Levy Ordinance for the Fiscal Year beginning April 1, 2023 and ending March 31, 2024 as follows:

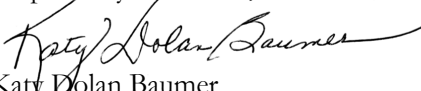
Hanover Township Road and Bridge Estimated Tax	<u>\$1,780,967.00</u>
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(One million, seven hundred eighty thousand, nine hundred sixty-seven dollars and no cents.)

Trustee Essick seconded the motion. Roll call: Ayes: Trustees Beattie, Essick, Martinez, and Noyola, and Supervisor McGuire. Nays: None. Motion carried.

- IX. Executive Session: No motion to go into Executive Session was made.
- X. Other Business: Supervisor McGuire led a discussion regarding the possibility of retaining the lease on the Bartlett Fire Barn to house the reserve Emergency Services squad. He and the Administrator would have a meeting to discuss the opportunity. Remember that the next Board meeting is preceded by the Volunteer of the Year award recipient reception at 6 p.m. on January 23. The employee annual lunch is on January 19 at Moretti's.
- XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:22 p.m. was made by Trustee Essick and seconded by Trustee Noyola, followed by a roll call vote. Ayes: Trustees Beattie, Martinez, Noyola, and Essick, and Supervisor McGuire. Motion carried and the meeting was adjourned.

Respectfully submitted,


Katy Dolan Baumer
Clerk

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

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A SUBRECIPIENT AGREEMENT WITH COOK COUNTY
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

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

SECTION ONE: APPROVAL. The Subrecipient Agreement between Cook County and Hanover Township to establish an agreed upon protocol for the administration and management of the American Rescue Plan (“ARPA”) – Invest in Cook Expansion Program Subaward Project, a copy of which is appended hereto and expressly incorporated herein by reference, is hereby approved, subject to review and approval by the Township Attorney.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk of Hanover Township are hereby authorized to sign and attest, respectively, the Agreement on behalf of Hanover Township, following approval of the Agreement by the Township Attorney.

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: January 23, 2024

APPROVED: January 23, 2024

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 No. _____, enacted on January 23, 2024, and approved on January 23, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS
(ASSISTANCE LISTING NUMBER 21.027)

This Subrecipient Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2024, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Bureau of Administration (“Bureau”) Department of Transportation and Highways (“DOT”) (“or Department”), and the Hanover Township (“Township”), a body politic and corporate of the State of Illinois, (collectively referred to as “the Parties” and individually as a “Party”), to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (ARPA) (Assistance Listing Number 21.027) – Invest in Cook Expansion program subaward project described below. The County and the Township are organized and existing by virtue of the Constitution and/or laws of the State of Illinois.

RECITALS

WHEREAS, on March 13, 2020, the President of the United States (the “President”) issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus (“COVID-19”) pandemic (the “Pandemic”); and

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF” or “Program”) aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Act authorizes the U.S. Department of Treasury (“Treasury”) to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

WHEREAS, the County qualifies as an eligible unit of local government under the Act, and Treasury has granted \$1,000,372,385 in funds to the County (“ARPA Funds”); and

WHEREAS, the County has allocated approximately \$630,000 of the ARPA Funds for the purpose of implementing preliminary engineering for the reconstruction of the Rohrssen Road bridge over Poplar Creek; and

WHEREAS, these improvements will allow Hanover Township to maintain and modernize the existing bridge; and

WHEREAS, the reconstruction is needed in order to address structural deficiencies and environmental concerns; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety, and welfare of the County by delivering transportation infrastructure improvements that are within historically under-resourced, underinvested communities that have been negatively impacted the COVID-19 pandemic, ensuring a nexus to the negative health and economic impacts of Covid-19 and

WHEREAS, Treasury limits the obligation of ARPA funds to December 31, 2024, and expenditure of the Funds for eligible expenses to December 31, 2026, therefore the Parties recognize that time is of the essence; and

WHEREAS, the County achieves its mission through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

WHEREAS, Subrecipient is an established municipal agency, which has extensive experience and expertise in providing transportation infrastructure improvements; and

WHEREAS, the County desires to award this grant to Subrecipient for the administration and management of the Program in Cook County as described herein; and

WHEREAS, the Township is able and willing to assist the County in the administration and management of the Program; and

WHEREAS, the Township is authorized by its governing body to enter into this Agreement with the County for the purposes described herein; and

WHEREAS, the Cook County Board of Commissioners has authorized the County, through the DOTH, to enter into this Agreement with Subrecipient for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

2. ELIGIBILITY FOR THE PROGRAM

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The Township shall act as a subrecipient and, on behalf of the County, make Program Funds available to designated program participants within Cook County. Fund usage must fall into one of the following statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

3. GENERAL PROVISIONS

- 3.1. TERM. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect, until December 31, 2026, subject to earlier termination in accordance with its terms.
- 3.2. OBLIGATIONS OF THE PARTIES. The Township agrees to administer the project(s) on behalf of the County, as described herein and in the Scope of Services (the "Services"), set forth on Exhibit A, attached hereto and incorporated herein. The County agrees to provide up to Six Hundred Thirty Thousand Dollars (\$630,000.00) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in Exhibit A. Invoice submission for Program Funds shall be in accordance with the provisions provided in Exhibit C under monitoring and fiscal reporting. Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued on what constitute a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance will be returned by Subrecipient to Cook County.
- 3.3. REPRESENTATIVES. Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party:

Hanover Township:

James Barr
Township Administrator
JBarr@hanover-township.org

Cook County:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
investincook.cc@cookcountyil.gov

- 3.4. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management should consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.
- 3.5. DUPLICATION OF BENEFITS. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (the "Stafford Act"), as amended by Section 1210 of the Disaster Recovery Reform Act of 2018

(division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Stafford Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:

- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period
- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs
- Are not included as contributions for any other Federal award

3.6. DOCUMENTATION AND RECORDKEEPING. As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).

3.7. MAINTENANCE AND INSPECTION OF RECORDS. Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, "Records") pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the County's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.

3.8. RECORD RETENTION. The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the County in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.

3.9. CLOSE-OUT. Subrecipient's and the County's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the County in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

4. MONITORING AND REPORTING

4.1. Subrecipient agrees to provide the County access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the County with

information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

- 4.2. Subrecipient shall provide to the County reports, on a periodic basis as defined by the County. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit C and specify the Program Metrics and Performance Goals outlined in Exhibit B, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the County, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the County may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in Exhibit B, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient.

5. TERMINATION

- 5.1. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party. Subrecipient shall include a termination without cause provision in any sub award agreements.
- 5.2. COUNTY'S TERMINATION FOR CAUSE. The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined by the County, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the County may terminate this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the County through the effective date of termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County's corrective action, including reasonable overhead and attorneys' fees. Subrecipient shall include a termination for cause provision in any sub award agreements.
- 5.3. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.

5.4. FUNDING AVAILABILITY/NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the County. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the County shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.

5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the County copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the "Documents") developed, created or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail, U.S First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Township:

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

With copy to:

Michael A. Airdo
Township Attorney
Airdo Werwas, LLC
111 E. Wacker Dr., Ste. 500
Chicago, IL 60601

To Cook County:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook, Illinois
69 W. Washington Street, 24th Floor
Chicago, IL 60602

Either Party may designate a different address by giving the other Party ten (10) days written notice.

7. INDEMNIFICATION

- 7.1. Subrecipient shall indemnify, defend, and hold harmless the county its officers, directors, agents, employees, successors and assigns (“indemnified county parties”) from and against all claims and liability due to the activities of subrecipient or another entity over which subrecipient exercises control, performed under this agreement and which result from any negligent act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a subcontractor; committed by subrecipient or another entity over which subrecipient exercises control.
- 7.2. Subrecipient shall also indemnify, defend, and hold harmless the county and indemnified county parties from and against any and all expenses, including reasonable attorneys’ fees which might be incurred by the county, in litigation or otherwise resisting said claims or liabilities which might be imposed on the county as the result of such activities by subrecipient or another entity over which subrecipient exercises control.

8. GOVERNING LAW AND VENUES

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

9. SEVERABILITY

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

- 10.1. COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. Subrecipient acknowledges that this Agreement is governed under Illinois law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. Any Subrecipient that is a not-for-profit organization must be registered with the Illinois Secretary of State to transact business in Illinois.
- 10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform

Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under Federal law or regulation, the more stringent requirement shall control.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

During the performance of this Agreement, Subrecipient shall comply with all applicable federal laws and regulations including, but not limited to the following:

10.2.1. COST PRINCIPLES

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a “reasonably proportionate” share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403 See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
 - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
 - Misappropriation of assets - Theft of an entity’s assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.

- Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances. This includes the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

10.2.2. CASH MANAGEMENT

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award.

10.2.3. AUDIT REQUIREMENTS

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

10.2.5. MANDATORY DISCLOSURES

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal

entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

10.2.6. NON-DISCRIMINATION

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Projects funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

10.2.7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Development Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10.2.8. COPELAND ANTI-KICKBACK ACT

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Subrecipient, its contractor(s) or any

subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. 6) Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

10.2.10.DEBARMENT & SUSPENSION

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

10.2.11.BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

10.2.12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS.

Subrecipient and any subcontractors must comply with 31.U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Reporting Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15. PUBLICATIONS.

Any publication produced with funds from this award must also display the following language: “This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook County by the U.S. Department of the Treasury

10.2.16. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10.2.17. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations apply to this Agreement, where applicable.

10.2.19. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award. By accepting this Agreement from the County, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20. CODE OF CONDUCT 2 CFR 200.318(c)(1).

The non-Federal entity (Subrecipient) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs

or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

Subrecipients are responsible for ensuring any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a Federal award or subaward.

METHODS OF PROCUREMENT

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

Informal Procurement Methods

- Micro-purchases - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- Small Purchases - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

Formal Procurement Methods

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the appropriate conditions are present (see 2 CFR 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 CFR 200.320(a)(1) for more detail);
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

12. PERSONALLY IDENTIFIABLE INFORMATION

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with the Illinois Personal Information Protection Act and other data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

12. WORKERS' COMPENSATION

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

13. AMENDMENTS

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with

Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

14. INSURANCE

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

15. CONFLICT OF INTEREST

Subrecipient warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. SEPARATE ENTITIES

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

19. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the County shall be charged personally by the Subrecipient or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Amendment, because of such County's execution of this Amendment or enforcement of the provisions herein.

20. INTERPRETATION

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

21. WAIVER

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

22. EXHIBITS

All Exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

Exhibit A – Scope of Work/Technical Specifications

Exhibit B – Program Reporting Requirements

Exhibit C – Monitoring and Fiscal Reporting

Exhibit D – Request for Advance of Grant Funds

Exhibit E – Data Privacy Guidelines and Requirements

Exhibit F – Certification Regarding Lobbying

23. SIGNATURE AUTHORITY

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

HANOVER TOWNSHIP, ILLINOIS

By: _____
Brian P. McGuire
Township Supervisor

Date: _____

Attest: _____
Katy Dolan Baumer
Township Clerk

Date: _____

COUNTY OF COOK, ILLINOIS

By: _____
Jennifer 'Sis' Killen
Superintendent

Date: _____

EXHIBIT A SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Background

Cook County has administered the Invest in Cook (IIC) grant program since 2017, providing funds to local non-profit organizations and government agencies to advance transportation improvements throughout the region. The annual \$8.5 million program has provided local and regional governments transportation funds to cover the cost of planning and feasibility studies, engineering and construction associated with infrastructure improvements consistent with the County's transportation and economic development policy priorities. Over six years, IIC has facilitated investment of an additional \$125 million in federal, state, and local funds for transportation projects across the County. The proposed IIC American Rescue Plan Act (ARPA) expansion program presents a unique opportunity to extend the impact of IIC by advancing unfunded, previously identified local-priority projects. These funds will also address historic disinvestment in disadvantaged communities by helping to correct infrastructure inequities throughout the County. The expansion will work to mitigate local-level effects of the ongoing COVID-19 pandemic, which emphasized and exacerbated these historic inequities.

The IIC grant program is one avenue DOTH uses to implement *Connecting Cook County*, the County's Long-Range Transportation Plan (LRTP). Published in 2016, the plan takes stock of the County's transportation assets, deficiencies, and future needs and measures them against the community and economic opportunities that transportation can facilitate. The LRTP outlines a new direction and a more expansive role for the County in funding and collaborating on projects across jurisdictional boundaries and in achieving greater integration of the system across all transportation modes.

Illinois Motor Fuel Tax (MFT) is the sole funding mechanism for the IIC program, limiting projects to those compliant with acceptable uses of MFT as defined by state statute. The additional funds provided by ARPA will allow the program to support critical infrastructure projects that fall outside of MFT eligibility but nevertheless affect the transportation system and public health.

Approach

The IIC grant program balances equity, local prioritization, and community need in project selection, alongside advancing projects that have multi-jurisdictional impacts throughout the County. The program will provide funding for projects at any phase and strives to leverage follow on funding as a result of this initial investment.

Types of Assistance

ARPA funds will be used for a one-time expansion of the Invest in Cook grant program, providing grant recipients with funds for the purpose of implementing transportation infrastructure improvements.

DOTH understands that quality project delivery requires good planning over a project's life. To foster the development of quality projects and help projects meet qualifications required to receive federal funding, IIC ARPA funding can be distributed to projects at any stage of development, from planning and feasibility studies, to engineering design, and all the way through construction and/or implementation.

Subrecipients in the IIC ARPA Expansion program will also be encouraged to leverage Cook County staff's subject matter expertise throughout project implementation. Additional assistance that may be provided by DOTH to the grantee includes, but is not limited to: writing letters of support for the project, generating

cost estimates for grant applications to support future project phases, community engagement, among other forms of assistance not named here.

Major Entities Involved

Cook County Staff will work together with the Subrecipient to administer funding for IIC-ARPA projects. Implementation of selected projects will be led by the Subrecipient.

B. ROLES AND RESPONSIBILITIES

Eligible Subrecipients include local governments, regional transportation authorities, transit agencies, natural resource or public land agencies, and any other local or regional governmental entity with responsibility for transportation or recreational trails within Cook County. For projects that involve multiple jurisdictions, the project should identify a lead Subrecipient and provide letters of support from all partner entities. Private for-profit or non-profit organizations can submit project proposals on behalf of a lead Subrecipient, but the public sponsor that meets the above criteria will be the Subrecipient under this agreement. Proposals for multimodal projects in any phase of development will be considered. Grant beneficiaries are limited to a single project. Staff salaries are not an eligible expense under this program. Also, the purchase and/or maintenance of diesel based rolling stock (rail cars, buses, vans, etc.) and stand-alone lighting projects are not eligible under the IIC program.

The Bureau of Administration by the direction of the DOTH will provide the program guidelines and funding to the Subrecipient to administer the implementation of projects.

Subrecipient Staff

Award subrecipient staff will:

- Identify in writing the authorizing signatories and Subrecipient staff who will be responsible for project implementation, invoicing, and reporting;
- Engage in agreements with professional services or construction contract(s); where applicable;
- Collect and provide data/metrics needed for upward reporting in a timely manner;
- Provide updated reporting metrics on required timeline;
- Meet with Cook County staff to ensure progress and compliance with ARPA guidelines
 - Including submission of required reports
 - This includes monthly billing meetings, quarterly status meetings, and quarterly performance reports.
- Review and process invoices, and submitting reimbursement requests in a timely manner;
- Transmit all communication, documentation, and/or reporting required under this Agreement to InvestinCook.CC@cookcountyil.gov unless otherwise and explicitly requested to be submitted by mail.

Cook County Staff

As the award recipient, the DOTH staff including the Program Lead, Superintendent or designee, and other Cook County Staff will:

- Conduct data reporting for certain denoted metrics;
- Monitor and oversee the program and Subrecipient's adherence to the Agreement
- Monitor InvestinCook.CC@cookcountyil.gov for submittals and correspondence from the Subrecipient;
- Process reimbursement requests;

- Budget funds for program;
- Regular check ins with the subrecipient to ensure progress and compliance.

C. ADMINISTRATOR

The subrecipient is responsible for leading project implementation, invoicing, data collection, monitoring, and reporting in accordance to ARPA and Cook County guidelines. The Party will utilize funds to engage in agreements with professional services or construction contract(s) where applicable.

D. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW

Cook County will reimburse the Subrecipient using ARPA funds for services rendered for the subject improvement through Fiscal Year [2026]. Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The subrecipient will provide the County with all information needed to initiate reimbursements, in a manner further described in Exhibit C of this Agreement. Additionally, the subrecipient will confirm to the County in writing that they have all signed contracts, invoices, and W-9s.

Program monitoring and compliance expectations will take place in a manner described in Exhibit C of this Agreement and will be adhered to by all parties of this Agreement.

Projects included in the IIC ARPA Expansion program were carefully selected after a screening process which accounted for need, local priority, network impact, and equity alongside project alignment with the priorities set forth in *Connecting Cook County*. Qualifying projects for the IIC ARPA expansion were selected from:

- Previously evaluated IIC application/s or CDBG application/s not previously funded due to project readiness or grant program constraints at the time
- Existing inventory of local priority projects that had not advanced due to funding constraints
- Existing inventory of ongoing and/or previously proposed regionally significant, multi-jurisdictional projects that fill a critical network need and/or advance multiple priorities of *Connecting Cook County*.

Eligible Applicants and Projects:

IIC-ARPA projects must directly support at least one of the five (5) priorities set forth in *Connecting Cook County*. Those priorities are:

Prioritize Transit and Other Transportation Alternatives – A sustainable mobility network requires complementary modes of transportation that satisfy transit, cycling, and pedestrian needs. An efficient transit system is a signifier of a world class metropolitan region, providing a complete and fully accessible cycling/pedestrian mobility system is also integral to a high quality of life. Projects supported with IIC/IIC-ARPA funds will improve our transit networks and allow communities to place greater emphasis on walking, biking, and other alternatives to driving.

Support the Region's Role as North America's Freight Capital – Freight plays a critical role in Cook County's economy and its continued prosperity. While being North America's largest port has provided our region with tremendous wealth, it has also made the Chicago region the largest chokepoint for both trucks and trains in the national freight system. Projects

supported by IIC/IIC-ARPA focus on improving rail and truck movements through the region and on coordinating land uses in proximity to freight transportation facilities, among other freight supportive activities.

Promote Equal Access to Opportunities – A transportation network should facilitate easy connections to jobs, schools, healthcare centers, recreation, and much more. A high-quality transportation network provides the means by which people have access to opportunity. Historical economic development practices and land use regulation meant that the opportunities afforded by access to a robust transportation system are not guaranteed by Cook County's current built environment. Projects supported by IIC/IIC-ARPA funds address these inequities by targeting transportation investments in disadvantaged communities, and through partnerships with other agencies that make equity a priority in their work.

Maintain and Modernize What Already Exists – Though large capacity-increasing projects can be seductive, maintaining and modernizing existing transportation facilities is a top priority for Cook County. Postponing regular maintenance adds to long-term costs, reduces the appeal of public transit services, causes delay and congestion, creates safety hazards, and makes transportation more expensive for users. Projects selected for IIC/IIC-ARPA program will help communities modernize their local transportation networks and/or provide regionally significant improvements for the changing needs of 21st century.

Increase Investments in Transportation – Growing and maintaining the County's transportation systems will require more money. Increased investment will help our economy grow and make communities more livable. Projects selected for IIC/IIC-ARPA leverage local resources to support infrastructure and using state and federal funds to implement transportation improvements.

The following is a representative but not exhaustive list of the types of projects eligible for Invest in Cook-ARPA funding:

- Transit Improvement Projects
 - Transit Studies and Needs Assessments
 - Transit Facility Improvements or Equipment Improvements
 - Fleet retrofits and electrification
 - Paratransit opportunities
- Transit Service Enhancements or Improving Transit Accessibility
- Bicycle and Pedestrian Facility Projects
 - Bicycle or Pedestrian Master Planning
 - Adding Bike Lanes
 - Traffic Calming/Road Diets
 - Multi-Use Trails
 - Filling Sidewalk Gaps
 - Intersection Safety Improvements
 - ADA-Related Improvements
- Freight Projects
 - Truck Route Planning
 - Increased Viaduct Clearance
 - Safety improvements to Highway-Rail Grade Crossings
 - Roadway-Rail Grade Separations
 - Roadway Improvements on Truck Routes and High Truck Traffic Road Segments
 - Railroad Improvements

- Environmental needs assessments
- Traffic Flow Improvement Projects
 - Eliminating Bottlenecks
 - Intersection Improvements and Modernization
 - Interconnected Signal Technologies
- Bridge Improvements
- Demonstration Projects for New Technology
 - First mile/last mile gap studies
 - Electric Charging Stations
 - ITS
 - Service Improvements to Existing Routes
- Corridor Studies
- Economic Development Projects
 - Transit Oriented Development Plans
 - Transportation Improvements to Support Local Business Districts
 - Local Comprehensive Transportation Plans
- Rain Readiness and Stormwater Management Plans
- Stormwater and Drainage Improvements
- Other Projects – Please consult with County Staff to determine eligibility

As the projects develop, feasibility and needed funding levels can change and some revisions to the programmed projects can be expected. DOTH staff will work with Subrecipient staff to review any potential revision to the list of selected projects and award amounts and proceed upon mutual agreement.

E. WORKPLAN

1. Phase I Engineering

- a. Unless otherwise agreed to by the Parties in writing, any phase I engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.
- b. Upon request by the County, the Subrecipient will provide the County with copies of any and all deliverables produced by the Subrecipient's consultant(s) and submitted to the Subrecipient, including, but not limited to:
 - i. Any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits, and special provisions.
- c. The Subrecipient will provide not less than fourteen calendar days in advance written notice to the County of any public meetings or hearings held as part of the project.
- d. The Subrecipient will provide the County with one paper copy and an electronic copy of any Project Development Reports completed as apart of the project.

2. Phase II Engineering

- a. Unless otherwise agreed to by the Parties in writing, any phase II engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. Services to be performed as part of the project, including, but not limited to:
 - i. Preparing preliminary, pre-final, and final construction plans;
 - ii. Specifications;
 - iii. Special provisions and cost estimates.
- b. The Subrecipient or its consultant(s) will submit construction plans, specifications, special provisions and cost estimates for a project improvement to the County at the following stages of preparation:

- i. 60% Complete – Preliminary;
 - ii. 100% Complete – Final.
- c. The County may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the Parties will work cooperatively to address and resolve. If the Subrecipient does not receive comments from the County within forty-five calendar days of receipt thereof, the lack of response will constitute approval.
- 3. Construction/Implementation Work
 - a. Project construction/implementation work will be performed by a qualified contractor(s) under contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. In awarding and administering any construction contract(s), the Subrecipient shall comply with all applicable local, state and federal laws and regulations. Any construction work to be completed by the Subrecipient forces shall be agreed to be the Parties in writing.
 - b. The Subrecipient will provide not less than fourteen calendar days' in advance written notice to the County prior to any pre-construction meetings and not less than seven calendar days' advance written notice the County prior to the commencement of any construction work on the project.
 - c. The County acknowledges that the Subrecipient is self-insured. The Subrecipient will require its contractor(s), subcontractor(s), and/or vendor(s) to procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of work by its contractor(s), vendor(s), agent(s), representative(s), employees or subcontractor(s). Work must not commence until an insurance required by this section has been obtained. All insurers must possess an A.M. rating of A- VII or better and be authorized to do business in the State of Illinois.
 - d. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of any project improvements. The County may assign personnel to perform inspections on behalf of the County and will deliver written notice to the Subrecipient advising the Subrecipient as to the identity of the individual(s) assigned to perform said inspections.
 - e. The Subrecipient will provide not less than fourteen calendar days' advance written notice to the County prior to final inspection of any project improvements.
- 4. Phase III Engineering
 - a. Unless otherwise agreed to by the Parties in writing, any phase III engineering services to be performed as part of the project will be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.
 - b. Upon written concurrence from the County, the Subrecipient may elect to perform phase 3 engineering services for the project using its own resources and staff. Notwithstanding the foregoing, the County will not reimburse the Subrecipient for any administrative costs expended by the CoC, including staff salaries and wages, pertaining to phase III engineering services.
 - c. The County will periodically visit the construction sites to confirm that phase III engineering services for the project are being performed in a satisfactory manner. The Parties will work collaboratively to address and resolve any issues raised by the County regarding the performance of phase III engineering services.
- 5. Finances

- a. The Subrecipient agrees to pay all actual project related costs, including, but not limited to:
 - i. Costs for engineering services;
 - ii. Right-of-way and/or permit acquisition;
 - iii. Construction/implementation;
 - iv. Subject to reimbursement by the County as hereinafter stipulated.
 - b. Further information regarding reimbursement and fiscal reporting requirements will be found in Exhibit C of this document.
6. Maintenance
- a. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and replacement of the maintained facility when needed.
 - b. Before, during and after completion of construction for any of the project improvements, the Subrecipient will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the County and Federal Highway Administration (the “FHWA”). The County will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the FHWA.
 - c. The Subrecipient will maintain, or cause to be maintained, any infrastructure constructed or improved as part of the IIC-ARPA program, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include grinding, removal and replacement of sidewalks, and removal of weeds and/or debris. The Parties agree that the County shall not own, operate or maintain, or cause to be maintained, any infrastructure constructed or improved as part of the program.
 - d. It is agreed to by the Parties that the maintenance obligations described in this section will survive the termination of this agreement.

F. BUDGET

Cook County will provide reimbursement to the Subrecipient for eligible expenditures up to a maximum participation of **\$630,000** of ARPA funds for services rendered through December 31, 2026. Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The approved budget for Insert Project Name can be found below. This budget is liable to change based on project(s) schedules.

Subgrantee Indirect Cost Rate								
Items	Account Description		2022	2023	2024	2025	2026	Total
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$

<i>Total</i>			\$	\$	\$	\$	\$	\$
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Budget Category	2022	2023	2024	2025	2026	Total
Personnel	\$	\$	\$	\$	\$	\$
Administrative Costs	\$	\$	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$	\$	\$
Direct Programming Costs	\$	\$	\$	\$	\$	\$
Maintenance	\$	\$	\$	\$	\$	\$
Rental and Leasing	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$
Capital Improvements and Construction	\$	\$	\$300,000	\$330,000	\$	\$
Other Costs	\$	\$	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$	\$	\$

G. MARKETING AND COMMUNICATION

Subrecipient must acknowledge Cook County and the Invest in Cook program when describing projects or programs funded in whole or in part with Cook County IIC-ARPA funds. Subrecipient and any additional recipients shall promote the Program to participants within Cook County. Flyer, advertisement, press release, and other templates will be approved by the County before publication; the Subrecipient may draw from that approved language for additional communications as needed. The rights and obligations of Subrecipient to design and market the Program are not exclusive, and Cook County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. Cook County achieves its mission through partnerships with states, local governments, community organizations, and others. Communicating the role of Cook County support increases public understanding of how we work with community partners to achieve our mission to lead and promote equitable economic growth and community development. As such, we require Subrecipients to track and report on marketing and outreach activities. Reporting should include types of engagement and tactics used to share information about the programs.

Any publication produced with funds from this award must also display the following language: “This project is being supported, in whole or in part, by federal award number ALN 21.027 awarded to Cook County by the U.S. Department of the Treasury.”

EXHIBIT B

PROGRAM REPORTING REQUIREMENTS

Subrecipients shall include applicable program reporting requirements in any sub award agreement

A. U.S. TREASURY REPORTING REQUIREMENTS

ARPA fund recipients are required to track specific performance indicators and programmatic data in order to comply with Program award reporting requirements, including a quarterly “Project and Expenditure” report, and an annual “Recovery Plan Performance Report.” The Subrecipient permits the County and auditors to have access to its records and financial statements as necessary for meeting federal requirements. Funding expenditure records must also be kept for five years after all funds have been expended or returned to Treasury.

Each SLFRF project must be aligned to a single Treasury Expenditure Category, as identified by Cook County, and will require specific reporting data based on that category.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Treasury-Required	Total Funds Obligated and Expended (\$)	Quarterly	Project Lead	Numeric

To determine whether the Party is meeting performance expectations, the County has set and will monitor performance goals, indicators, targets, and baseline data. The Subrecipient will be responsible for tracking project progress and providing regular updates to the County for inclusion in County reporting.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Program Specific	Geographic disbursement of infrastructure funds	Monthly	Project Lead	Text
Program Specific	# of projects submitted in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects awarded in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects completed in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects submitted	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects awarded	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects completed	Monthly	Project Lead	Numeric

EXHIBIT C

MONITORING AND FISCAL REPORTING

Subrecipients shall include applicable monitoring and fiscal reporting requirements in any sub award agreement

Given the nature of the ARPA Program and the imperative to get assistance to County residents who are in need, significant monitoring and compliance controls have been built into the front-end management of the program to ensure financial integrity and accuracy. Embedded monitoring and compliance measures include but are not limited to:

- Establishing performance metrics and standardizing administrative reporting
- Establishing a clear program governance
- Managing and overseeing program cash flow
- Regular review and monitoring of expenditures to ensure compliance with Treasury parameters

In order to help ensure that Treasury Guidance and DOTH policy are being followed, DOTH will receive regular reporting from the Township (See Exhibit B for details). In addition, reviews of the Program will be performed, and regular contact with the Township will be maintained to both maximize the Program's coordination and adhere to federal guidelines.

The federal Uniform Guidance, 2 CFR 200.332(d), requires that pass-through entities "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." As a direct recipient of federal funds for State and Local Fiscal Recovery, and as a pass-through entity providing federal funding to Subrecipients delivering the program, DOTH, as authorized by Cook County, is responsible for monitoring its subrecipients and their use of federal funds in a manner that conforms to ARPA spending rules.

- **RESPONSIBILITY**

DOTH or their designee will be responsible for arranging monitoring and compliance activities for the Invest in Cook Expansion. The Bureau of Administration will also conduct a formal review to satisfy County requirements and ensure compliance is being maintained.

- **FREQUENCY**

Monitoring the Township and their activities shall be conducted at the discretion of DOTH. At a minimum, DOTH will perform periodic compliance monitoring reviews of the Township's activities. DOTH's designated representative can choose to perform sporadic monitoring if they deem it necessary, and can use the meetings for financial, programmatic or compliance review purposes. Irrespective of DOTH's official monitoring review, DOTH will supplement the basic monitoring activities with the weekly reporting requirements from the Township.

- **OBJECTIVE AND SCOPE**

DOTH will monitor the activities of the Township as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pursuant to 2 CFR 200.332(d), the scope of monitoring of a subrecipient must include, but is not limited to:

1. Reviewing financial and performance reports
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Township from DOTH detected through audits, on-site reviews, and written confirmation from the Township highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Township from DOTH as required by 2 CFR 200.521.
4. Resolving audit findings specifically related to the subaward. DOTH is not responsible for resolving crosscutting findings. If the Township has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- METHODS

Cook County may employ, but is not limited to, the following monitoring tools:

Examples:

- *Evaluate the continued viability of project components and offer assistance and/or workout plans when necessary and feasible*
- *Provide the Township with training and technical assistance on program-related matters*
- *Perform on-site reviews of the Township's program operations;*
- *Review administrative and financial management procedures, internal controls, and make recommendations where needed;*
- *Evaluate the accounting applications including, general ledgers, cash receipts/revenue, cash disbursements/expenses, payroll, financial reporting and property and equipment*

- REMEDIES FOR NONCOMPLIANCE

In the course of monitoring, if Cook County determines that the Township is noncompliant with the federal statutes, regulations, or the terms and conditions of the federal award, or with DOTH policies, DOTH may attempt to resolve issues of non-compliance by taking one or more of the following actions:

1. Recommending corrective actions,
2. Asking the Township to provide a "Corrective Action Plan" (CAP),
3. Providing technical assistance, or
4. Modifying the agreement to include requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from the Township.

If Cook County determines that noncompliance cannot be remedied through these means, the County may take one or more of the following actions, subject to the applicable notice and cure periods stipulated in the Agreement:

- Temporarily withholding reimbursements pending correction of the deficiency, or
- Requiring Subrecipient to reimburse costs deemed ineligible by DOTH.

If DOTH suspects instances of fraud or misconduct, or determines that the Subrecipient is unable or unwilling to undertake the corrective actions recommended (subject to Defaults, Remedies, Termination and other legal and equitable rights of the County stipulated in the Intergovernmental Agreements) DOTH may take one or more of the following actions, in consultation with Treasury, which may be dependent on the type of deficiency and the seriousness of the deficiency:

1. Disallow all or part of the cost of the activity or action not in compliance,
2. Wholly or partly suspend or terminate the federal funding,
3. Terminate administrative arrangement with Subrecipient, or
4. Take other remedies that may be legally available.

If DOTH deems the non-compliance event to be severe, they reserve the right to escalate a response to the County's Inspector General or the Office of Human Rights. Allegations of monetary or non-monetary offenses must receive a response within 30 days of the finding(s). Material damages resulting from a breach of contract are immediately recoverable by DOTH.

- **EXPENSE TRACKING**

As a Subrecipient, the Township will adhere to Cook County's grant policies with respect to the tracking of program expenditures and the transfer of funds. Cook County reserves the right to update and modify the process by which funds are delivered based on the subrecipient's risk profile and demonstrated ability to meet the program's goals, objectives, reporting, and compliance requirements.

Program funds are anticipated to be distributed to subrecipients on a reimbursement basis. The County, at its discretion, may elect to provide a Subrecipient with a portion of their funding as an advance in some cases.

A Subrecipient seeking reimbursement for non-payroll expenses incurred within the administration of the Invest in Cook Expansion should share the following items at the end of each month with DOTH for each expense item. If a subrecipient has received funding in advance, the Subrecipient shall share this information within one month of the expenditure.

Table I. - Expense Documentation Requirements

Documentation	Purpose	Example (s)
Original Invoice	Proof of purchase	Expense receipt, invoice
Date of Invoice	Incurred during eligible period	Invoice, proof of payment
Expense Description	Eligibility review	Invoice, written description
Vendor	Source of purchase	Invoice, proof of payment
Expense Amount	Total request reimbursement	Total listed on invoice
Proof of Payment	Proof of payment by entity	Bank statement, check statement, general ledger, copy of check
Budget Category	Administrative	Administrative

In addition to an Excel summary of the expenses, all physical copies of monthly invoices should be incorporated into a single PDF document and all corresponding copies of their proof of payment should be incorporated in a separate PDF document. Subrecipients should highlight each expense they are seeking reimbursement for in an easily identifiable manner on the invoice and the proof of payment, respectively (i.e., highlights).

DOTH has the discretion to evaluate expenses and reject those that were incurred outside the eligible period, are not an eligible administrative expense, or that are not clearly connected to the execution of the Invest in Cook Expansion. Additionally, failure to provide the requisite expense documentation listed in the table above each month (or reasonable alternatives) may inhibit the Subrecipient from receiving reimbursement or may delay reimbursement.

Expenses that prompt a Subrecipient unexpectedly to exceed its projected budget will require an additional written explanation for why the expenses were necessary, how they were related to administering the Invest in Cook Expansion, and why they were not included in the original budget. DOTH will decide whether to reimburse such an expense.

- PAYROLL TIMEKEEPING

For Payroll reimbursement, the Subrecipient is responsible for tracking employees' working hours dedicated to the Invest in Cook Expansion. The Township will track the hours applied directly to the program and share their payroll reimbursement requests on a monthly basis. The required documentation for each employee is specified below:

- a. Employee name
- b. Employee title
- c. Hourly rate
- d. Number of hours worked, and
- e. Overview/Description of program activities

In addition to a document noting the items listed above, a formal payroll report from a Subrecipient's payroll system must be produced that covers the month duration for which the Subrecipient is seeking reimbursement.

Hours not directed to the Invest in Cook Expansion should not be included in the reimbursement request. DOTH shall seek repayment for any erroneous reimbursements.

- INVOICE SUBMISSION

The Township must provide the following information to seek reimbursement for program costs (See the Appendix, Attachment A for Templates):

- Expense Summary Form,
- Payroll Report Form,
- Itemized Invoice Report Form
- Invoices, receipts, proof of payment, and/or payroll registers.

These expenses (payroll and non-payroll) will be measured against each projected budget and evaluated for eligibility. Any errors will be annotated and returned to the Township for correction prior to reimbursement.

Attachment A

Required documents from subrecipients for expense reimbursement

Sample Reimbursement Summary Form:

CC ESR.01.2022

Expense Summary Report



The following form captures the Subrecipient's prior period's expense incurrence details (cadence rooted in Subrecipient's Risk Assessment). This form must be submitted within 30 days of the month being reported here (unless otherwise communicated). The inputs in Budget Category should align with the budgetary categories agreed upon between the County and the Subrecipient. This report does not absolve the Subrecipient from the requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information				
Project Title:				
Subrecipient Name:		Subrecipient Address:		
Unique Entity ID (formally DUNS):		Agreement Term:		
Incurrence Period Covered:		Date Submitted:		

Budgetary Category	Approved Budget*	Activity Balance**	Expended Amount~	Residual Balance
Capital Improvements & Cons:				
Select				
Select				
Select				
Select				
Select				
Select				
Select				
Totals:				

* Each additional dollar is necessary.
 * Total Fiscal Year Budget: This should remain the same on all subsequent submissions for their fiscal year (unless a budgetary change is agreed upon).
 ** Amount of funds the entity had remaining from their approved budget before this report. If this is 1st submission, Activity Balance should equal Approved Budget.
 ~ Expended Amount should only be expenditures of this incurrence period covered (not total expenditures to-date). Residual balance will be Activity Balance minus the Expended Amount.

Advancement Drawdown Details (If Applicable)	
Total Advanced Funds Provided To-Date:	
Total Expenditures Reported To-Date (Inclusive of expenditures in this report):	
Total Outstanding Advance To-Date (Advance Provided minus Expenditures Reported):	

Subrecipient Certification	
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.	
Chief Financial Officer (or equivalent) Name:	Date:
Chief Financial Officer Signature:	

County Program Lead Approvals			
Enter Program ID:	Enter Subrecipient's risk level:	Select	
Subrecipient Submitted all prior required docs:		Select	
County Department Name:	County Department #:		
Program Lead Name:	Program Lead Signature:	Date Signed:	
Dept. Fiscal Lead:	Dept. Fiscal Lead:	Date Signed:	

* The following form must be submitted as a package along with the Payroll Report and the Itemized Invoice Report. *

Sample Personnel Costs Form:

Payroll Report

CC.PR.01.2022



The following form is intended to assist the Subrecipient in providing payroll insurance details for employees working on the project. This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years. The total for column "C" should equal the payroll line-item amount for the same reporting period on the Expense Summary Report.

Subrecipient Information			
Project Title:			
Subrecipient Name:		Subrecipient Address:	
Unique Entity ID*:		Agreement Term:	
Incurrence Period Covered:		Date Submitted:	

* Formerly known as the entry's DLN# number

[illegible]

Attach additional sheets as necessary.

Subrecipient Certification

I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.

Chief Financial Officer (or equivalent) Name:		Date:
Chief Financial Officer Signature:		

* The following form must be submitted as a package with the Expense Summary Report and the Itemized Invoice Report. *

Sample Other Costs Form:

Itemized Invoice Report

CC.IIR.01.2022



The following form captures Subrecipient Incurrence details (incidence) as outlined in Subrecipient's Risk Assessment with the list of invoices that can be referenced in the future, if further auditor reviews are needed. The Incurrences should be tracked relative to the Budgetary Categories agreed upon between the County and the Subrecipient (with total amounts equaling the budgetary totals reflected in the Expense Summary Report). This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:		Subrecipient Address:	
Unique Entity ID (formally DUNs):		Agreement Term:	
Incurrence Period Covered:		Date Submitted:	

Vendor Name	Budget Category	Invoice Date	Check Number	Invoice Amount	Requested Amount
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
Total:					

Attach additional sheets as necessary.

Subrecipient Certification		
<i>I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with the approved budget, and that backup documentation for the details herein have been maintained and will be procured in the event of a County request.</i>		
Chief Financial Officer (or equivalent) Name:		Date:
Chief Financial Officer* Signature:		

* This form must be submitted as a package with the Expense Summary Report and the Payroll Report.*

EXHIBIT D

Request for Advance of Grant Funds

The following form affords organizations in need of an advance of funds to request them from the County to perform program activities. The information should be provided by the subrecipient and shared with the County Program Lead. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

CC.ARF.01.2022



Advancement Request Form

This form allows organizations in need to request an advance from the County. The information requested under blue header sections must be provided. This completed form is required before an advance can be made. Subrecipients must retain and protect the backup documentation (invoices and proof of payment) incurred against this advance for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:	Unique Entity ID*:		
Subrecipient Address:	Agreement Term:		
*Normally, limited to the entity's DUNS number. The advance may be made within 9 months of the end of Agreement Term.			

Amount Requested	
Amount Requested:	

Basis of Need Explanation	

Subrecipient Certification

I hereby certify this request is being made with full intent to expend funds consistent with ARPA and County compliance and eligibility standards, and the approved budget. I certify the funds will only be used for costs applicable to the program herein. I certify I have the authority to submit this request on behalf of the organization I represent. I understand providing false information will subject my organization or municipality to termination from the above referenced program(s) and that there may be additional penalties including, but not limited to, referral to the appropriate law enforcement agencies for filing of criminal charges. 18 U.S.C. § 1001 makes it a felony to knowingly, and willfully, make materially false statement on a matter within the jurisdiction of any Federal agency. I understand knowingly and willfully making a materially false statement or concealing a material fact could subject me to a fine or imprisonment of up to 5 years, or both. I certify I have read Cook County's Policy on Advances, and I understand and accept the risks and responsibilities associated with this advance. Any misuse of funds could result in the termination of the Subrecipient Agreement and will require the organization to refund the County those amounts. Any advanced funds not yet spent by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

Subrecipient Signature			
Chief Financial Officer (or equivalent) Name:		Date:	
Chief Financial Officer Signature:			

For Use by County Departments Only			
Enter Program ID:		Enter Subrecipient's risk level:	Select
Enter Subrecipient's Fiscal Year (FY) allocation:		% of FY allocation this request represents:	
Is amount requested within allowable parameters?	Select	What is the Subrecipient's Supplier Number?	
What number advance is this request?		Date of last advance:	
Aggregate amount of all prior advances:		Did Subrecipient signatory attend fiscal trainings?	Select
Subrecipient complied with expense sharing requirements and cadences prior to this request?			Select
County Department Name:		County Department #:	
Program Lead Name:		Program Lead Signature:	Date Signed:
Dept. Fiscal Lead Name:		Dept. Fiscal Lead Signature:	Date Signed:

For Use by Department of Budget and Management Only			
Budget Director Name:		Budget Dir. Signature:	Date Signed:
☐ Approve	Reason:		
☐ Deny			

EXHIBIT E
Data Privacy Guidelines and Requirements

Subrecipients shall include data privacy guidelines and requirements in any sub award agreement.

Unauthorized access, use, or disclosure of personally identifiable information (“PII”) can seriously harm both individuals, by contributing to identity theft, blackmail, or embarrassment, and the organization, by reducing public trust in the organization or creating legal liability. PII includes any information that reveals or may reveal an individual’s identity such as: name, social security number, date and place of birth, mother’s maiden name, biometric records, or any other information linked or linkable to an individual, such as medical, educational, financial, and employment information or as otherwise defined in the Illinois Personal Information Privacy Act. The business practices of Cook County and its County Agencies as well as subrecipients must conform to with the necessary data privacy requirements, standards, and operational controls to ensure conformity with legal and regulatory requirements, county ordinances, and business requirements, including:

- Illinois Personal Information Protection Act (815 ILCS 530/)
- Illinois Biometric Information Privacy Act (740 ILCS 14/)
- CJIS—Criminal Justice Information Services Security Policy v5.9.1 (released June 2022)
- HIPAA—Health Insurance Portability and Accountability Act (164.308 Administrative Safeguards, 164.312 Technical Safeguards)
- NIST Special Publication 800-53r4 Security and Privacy Controls for Federal Information Systems and Organizations
- NIST Special Publication 800-122 Guide to Protecting the Confidentiality of Personally Identifiable Information
- NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization
- 2 CFR § 200.303 - Internal controls.

Subrecipient shall develop and maintain standard operating procedures that meet the following criteria:

- Identify all PII residing within their organization or under the control of their organization through a third party to ensure all PII is protected.
- Document, review, and ensure that there are security measures implemented and maintained to protect data from unauthorized access, acquisition, destruction, use, modification, or disclosure.
- Implement measures to comply with breach notification requirements outlined in the Illinois Personal Information Protection Act.

A. Fair Information Practices

Privacy is much broader than just protecting the confidentiality of PII. The protection of PII and the overall privacy of information are concerns both for individuals whose personal information is at stake and for organizations that may be liable or have its reputation damaged should such PII be inappropriately accessed, used, or disclosed. To establish a comprehensive privacy program that addresses the range of privacy issues that Cook County may face, Subrecipient should take steps to establish policies and procedures that address all fair information practices.

Collection Limitation—There shall be limits to the collection of personal data by the Subrecipient and any such data shall be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject. Data collection shall be limited to only the data required to effectuate the stated purpose for which it is collected.

Data Quality—Personal data collected shall be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, shall be accurate, complete, and kept up to date.

Purpose Specification—The purposes for which personal data are collected by the Subrecipient shall be specified not later than at the time of data collection and the subsequent use limited to the fulfillment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose.

Use Limitation—Personal data shall not be disclosed, made available, or otherwise used for purposes other than those specified, except with the consent of the data subject or by the authority of law.

Security Safeguards—Personal data shall be protected by the Subrecipient through use of reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification, or disclosure of data.

Openness—The Subrecipient shall have a general policy of openness about developments, practices, and policies with respect to personal data. Means shall be readily available for establishing the existence and nature of personal data, and the main purposes of their use, as well as the identity and usual residence of the data controller.

Individual Participation—An individual shall have the right: (a) to obtain from a data controller, or otherwise, confirmation of whether or not the data controller has data relating to him or her; (b) to have communicated to him or her, data relating to him or her within a reasonable time; at a charge, if any, that is not excessive; in a reasonable manner; and in a form that is readily intelligible to him or her; (c) to be given reasons if a request made under subparagraphs (a) and (b) is denied, and to be able to challenge such denial; and (d) to challenge data relating to him or her and, if the challenge is successful, to have the data erased, rectified, completed, or amended.

Accountability—The Subrecipient shall utilize or name a data controller who shall be accountable for complying with measures which give effect to the principles stated above.

For the purposes of this agreement, "Data Collector" or "Data Controller" may include, but is not limited to, government agencies, public and private universities, privately and publicly held corporations, financial institutions, retail operators, and any other entity that, for any purpose, handles, collects, disseminates, or otherwise deals with nonpublic personal information.

B. Accounting of Disclosures

1. The Subrecipient shall keep an accurate accounting of disclosures of information held in each system of records under its control, including:

a. Date, nature, and purpose of each disclosure of a record; and

b. Name and address of the person or agency to which the disclosure was made.

2. Subrecipient shall retain the accounting of disclosures for the life of the record and thereafter according to the Agreement record retention requirements; and

3. Subrecipient shall make the accounting of disclosures available to the person named in the record upon request.

C. Consent

1. Subrecipient shall provide means, where feasible and appropriate, for individuals to authorize the collection, use, maintaining, and sharing of PII prior to its collection; and
2. Subrecipient shall appropriate means for individuals to understand the consequences of decisions to approve or decline the authorization of the collection, use, dissemination, and retention of PII; and
3. Subrecipient shall obtain consent, where feasible and appropriate, from individuals prior to any new uses or disclosure of previously collected PII; and
4. Subrecipient shall ensure that individuals are aware of and, where feasible, consent to all uses of PII not initially described in the organization's public notice posted on its website or in its policies that was in effect at the time the organization collected the PII.

D. Privacy Notice

1. Subrecipient shall provide effective notice to the public and to individuals regarding:
 - a. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - b. Authority for collecting PII; and
 - c. The choices, if any, individuals may have regarding how the organization uses PII and the consequences of exercising or not exercising those choices; and
 - d. The ability to access and have PII amended or corrected if necessary.
2. The Subrecipient shall describe:
 - a. The PII collected and the purpose(s) for which it collects that information; and
 - b. How the Subrecipient uses PII internally; and
 - c. Whether the County Agency shares PII with external entities, the categories of those entities, and the purposes for such sharing; and
 - d. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
 - e. How individuals may obtain access to their PII; and how PII will be protected.
3. The Subrecipient shall publicly post a Privacy Notice that clearly states the purpose for which it uses PII. Subrecipient shall revise the Privacy Notice as needed to reflect changes in practice or policy in how PII is used or handled, before or as soon as practicable after the change.

E. Internal Use

The Subrecipient shall only use PII internally and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act and the organization's public-facing Privacy Notice.

F. Information Sharing with Third Parties

1. The Subrecipient may share PII with third parties only upon consent of the individual and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act; and
2. The Subrecipient shall monitor, audit, and train its staff on whether PII is authorized to be shared with third parties, how that data is to be transferred, and on the consequences of unauthorized use or sharing of PII; and
3. The Subrecipient shall evaluate any proposed new instances of PII to be shared with third parties to assess whether sharing is authorized and whether additional public notice concerning data privacy on its website or in its policies is required.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

(This form is required for Subrecipient/Sub award funding of more than \$100,000)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
WITH HITCHCOCK DESIGN GROUP**

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

SECTION ONE: APPROVAL. The Professional Services Agreement (the “Agreement”) with Hitchcock Design, Inc., d/b/a Hitchcock Design Group, for design services to be rendered for the Tiknis Campus Expansion Reserve, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to review and approval by the Township Attorney.

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

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: January 23, 2024

APPROVED: January 23, 2024

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 No. _____, enacted on January 23, 2024, and approved on January 23, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk



Memorandum

Date: January 18, 2024

To: Hanover Township Board

From: Kristin Vana, Deputy Township Administrator
Caleb Hanson, Facilities and Road Maintenance Director

Re: Main Campus Expansion – Master Plan/OSLAD Application Proposal Review

The Tiknis Campus expansion property, a 17.65 acre plot just south of the main township campus, was purchased in March 2020. When the property was annexed into the Village of Bartlett, a planned development including multiple phases was established. Phase 1 includes site engineering and construction of an Emergency Services station, phase 2 includes the renovation of the main house on the property into the Department of Facilities and Road Maintenance Headquarters as well as the development of the property with possible nature trails, pond restoration, and open space/reserve development, and phase 3 to include the possibility for a Township cemetery.

Over the past three years, the multiphase development of the Tiknis Campus expansion property has been underway starting with the renovation of what was previously known as the “guest house”, followed by the construction of a new Emergency Services Station. With the construction and certificate of occupancy issued for the new Emergency Services Station in December 2023 Phase 1 of the planned development is complete. Township staff are in discussion with Thomas Engineering to develop the site planning and coordination with the Village of Bartlett for the development and renovation of the main house on the property. Township staff have also gathered quotes from architects for drawings required by the Village for the renovation of the main house in addition to gathering quotes for mechanical and electrical systems, roofing, windows, siding, fascia and gutter improvements and replacements. A significant amount of the renovation work to the is intended to be completed internally by Facilities and Road Maintenance staff.

As the Township looks to plan for Phase 3 development, Deputy Township Administrator Vana and Director Hanson reached out to Hitchcock Design Group requesting a proposal for open space and reserve development to include nature trails, pond restoration, and other appropriate developments to make the property more appealing to both the community and the Township. Staff also discussed submitting an Open Space Land Acquisition and Development (OSLAD) grant application through the Illinois Department of Natural Resources (IDNR) as a

significant funding possibility to assist with the completion of Phase 3. Deputy Township Administrator Vana and Director Hanson met with and toured the property with Hitchcock Design Group in early December and discussed the intent of the proposal, ideas, and requirements of an OSLAD application. The submitted proposal from Hitchcock Design Group includes initial and subsequent meetings with staff to determine type, location, organization, scale, character, and potential cost of the capital improvement project. It also includes data collection required by the state, photographs of the project area, preparation of a base map, and two schematic design alternatives. The schematic design site improvements will reflect trails and accessibility, shelter/gazebo, trail head kiosks, and site furnishings. The design will also include one or more of the following: fitness stations, interpretive signage, outdoor classroom, discovery dock at existing wetlands, and footbridge restoration/enhancement. The improvements chosen will be done so based on the point system of the OSLAD grant application process, ensuring the Township meets the requirements of the OSLAD grant submittal and includes additional education/recreational components to strengthen the grant application. Hitchcock Design Group has also included options to manage required community meetings and to attend and present at future board meetings as appropriate.

As a combined department goal of both Administrative Services and Facilities and Road Maintenance, the landscape design and OSLAD grant application is a critical piece, necessary to continue to develop the Tiknis Campus expansion property. This also coincides with current work to enhance the existing main campus landscaping, updating existing vegetation and landscape elements, creating additional elements, and incorporating both the existing and expansion property into a cohesive, well-planned design to encourage use by residents and staff in various ways including programing for both seniors and youth, therapy sessions, meetings, and education programming.

It is the recommendation of Deputy Township Administration Vana and Director Hanson to approve the Main Campus Expansion – Master Plan / OSLAD Grant application proposal from Hitchcock Design Group in the amount of \$24,700 as presented in the attached proposal.

Should you have any questions or concerns, please do not hesitate to contact Director Hanson at chanson@hanover-township.org or Deputy Township Administrator Vana at kvana@hanover-township.org or (630) 837-0301.

Thank you for your time and consideration.

PROFESSIONAL SERVICE AGREEMENT

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as Hitchcock Design Group (HDG or Architect), 221 West Jefferson Avenue, Naperville, Illinois 60540 and Hanover Township (Client or Township), 250 South Route 59, Bartlett, Illinois 60103-1648 is entered into on January 23, 2024, and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions and Acceptance.

PART ONE: PROJECT DESCRIPTION

The project description as identified in the proposal letter dated December 21, 2023 (Proposal) is attached and made a part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, the most stringent and demanding requirements shall control.

PART TWO: PROJECT TEAM

The project team as identified in the Proposal.

PART THREE: BASIC SERVICES

The scope of services as identified in the Proposal.

PART FOUR: SCHEDULE

The project schedule as identified in the Proposal.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

The fees to complete the work as outlined in the Scope of Services is set forth in the Proposal.

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost, estimated at \$500. Mileage is calculated at the current IRS reimbursable rate.

Standard Rates

The attached Billing Rates are made a part of this Agreement.

Payment

Invoices

Each month, or at other appropriate intervals, HDG will provide invoices that describe the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Statements

Each month, HDG will issue a statement of Client's account describing the outstanding invoices and balances for each contract, the aggregate outstanding balance, and the aggregate credit limit.

Progress Payments

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Invoices will be past due, if not paid in full within 30 of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days of receipt regarding the Client's objection and pay the undisputed amount in accordance with this Agreement.

Interest and Collection Costs

Client agrees to pay a finance charge of 1½% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed. The payment procedures and interest rate shall be as provided under the Illinois Local Government Prompt Payment Act (50 ILCS 505/2 et seq.).

PART SIX: CLIENT RESPONSIBILITIES

Representation

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

The preliminary program is described within the attached Proposal Letter. Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.

Existing Conditions

Client agrees to provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

Client agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

Changed Conditions

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

Financing

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.

Permits

Unless specifically described in HDG's Basic Services, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Delay

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

Client Expense

Client agrees to comply with Part Six of this Agreement at its own expense.

PART SEVEN: ADDITIONAL CONDITIONS**Standard of Care**

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

Suspension of Services

If Client has not paid HDG's invoice within 90 days of the invoice date, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Notwithstanding the forgoing, the Township shall not be liable for payment of any such invoices, costs and/or fees in the event Architect is in default and/or breach hereunder.

Termination of Services

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this Agreement for its convenience and without cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees to defend and hold HDG

harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including, but not limited to, software, memory devices or transmission by electronic mail.

Notwithstanding the foregoing, Architect consents to Drawings, Specifications and other contract documents prepared by Architect and/or its consultants being reproduced and submitted to contractors who may be submitting bids for the Project Work, and also to any agency providing the Township grant funds. Architect understands and agrees that such Drawings, Specifications and other contract documents prepared by Architect may be subject to disclosure and/or copying in the event the Township receives a Freedom of Information Act request for said documents and/or is otherwise required by law to furnish and/or disclose said documents. The Township's obligation to defend and hold Architect harmless under this section is limited to unauthorized use of such documents by the Township.

Credit

Client agrees to give HDG property credit for its professional services in Client's temporary project identification signage.

Indemnification and Limitation of Liability

To the fullest extent permitted by law, Architect shall indemnify and hold harmless Hanover Township and its officers, officials, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against all liability, claims, damages, liens, lien rights, losses and expenses, including, but not limited, to, reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's work and/or work performed on behalf of Architect hereunder, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, death, or injury to or destruction or damage of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, its employees, agents, consultants, contractors, subcontractors of any tier and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; except to the extent caused by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist as to any party or person described in this paragraph. Architect shall similarly indemnify and hold harmless the Indemnified Parties for any liability, claim, damage, lien, lien rights, loss or expense arising out of or attributable to Architect's breach of and/or default under this Agreement. Architect's liability under this section shall be limited to the amounts of its insurance coverages required hereunder. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

It is intended by the Parties of this Agreement that Architect's services in connection with the Project Work shall not subject Architect's individual employees, officers, managers, or directors to any personal legal exposure for the risks associated with such Project Work. Therefore notwithstanding anything to the contrary contained herein, the Township agrees that any claim, demand or suit by the Township hereunder shall be directed and/or asserted only against Hitchcock Design, Inc., an Illinois corporation, and not personally and individually against the managers, employees, officers or directors of Hitchcock Design, Inc. Architect's liability hereunder shall be limited to the amounts of its required insurance coverages set forth below.

Insurance

Architect shall obtain and maintain at its sole cost insurance of the types of coverages and in the minimum amounts listed below throughout the duration of this Agreement:

a. **Commercial General Liability Insurance**

Architect shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Hanover Township, and its officials, officers, employees, volunteers, agents, successors and assigns, shall be included as an insured under Architect's CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the excess/umbrella liability coverage (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of Architect's insurance and shall not contribute with it.

b. **Professional Liability Insurance**

Architect shall maintain professional liability insurance with a limit of not less than \$2,000,000 each wrongful act arising out of the performance or failure to perform professional services, and \$2,000,000 annual aggregate.

c. **Business Auto Liability Insurance**

Architect shall maintain business auto liability coverage with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

d. **Workers Compensation Insurance**

Architect shall maintain workers' compensation as required by statute and employers' liability insurance. The employer's liability limits shall not be less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease, with a policy limit of not less than \$500,000.

If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 2010 under the Commercial General and Excess/Umbrella Liability

Insurance required in this Contract, the Architect waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the project.

e. Excess/Umbrella Liability Insurance Coverage

Architect shall maintain Excess/Umbrella Liability Insurance coverage of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

f. General Insurance Provisions

i. Evidence of Insurance

Prior to beginning work, Architect shall furnish the Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Township prior to the cancellation or material adverse change of any insurance referred to therein. Such written notice to the Township shall be by certified mail, return receipt requested.

Failure of the Township to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of the Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.

The Township shall have the right, but not the obligation, of prohibiting the Architect from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Township.

Failure to maintain the required insurance may result in termination of this Agreement at Township's option.

Architect shall provide certified copies of all insurance policies required above within 10 days of Township's written request for said copies.

ii. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A, VII or a Best's rating is not obtained, the Township has the right to reject insurance written by an insurer it deems unacceptable.

iii. Cross-Liability Coverage

If Architect's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. Deductibles and Self-Insured Protection

Any deductibles or self-insured retentions must be declared to the Township.

v. Subcontractors

Architect shall cause each subcontractor employed by or acting on behalf of Architect to purchase and maintain insurance of the types and amounts of coverages specified above. When requested by the Township, Architect shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverage for each such subcontractor.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

Notwithstanding the foregoing, Architect shall notify Owner of any nonconforming work prior to Owner's payment for such nonconforming work.

Third Party Approvals

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

Choice of Law

The Agreement and all Addendums thereto shall be construed, and governed in accordance with Illinois law, and the exclusive venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

Compliance with Laws

The plans, specifications and drawings designed by the Architect and its consultants shall comply with all applicable federal, state and local rules, regulations, codes and ordinances, including, but not limited to the Americans with Disabilities Act of 1990, as amended, and the City of Elgin, Illinois Building Codes as amended (collectively, the "Laws") in effect at the time said plans and specifications and drawings are prepared by Architect. In the event such codes and regulations are amended following the preparation of said plans, drawings and specifications and/or in the event applicable codes and/or regulations are enacted following such plan and specifications preparation, Architect shall revise same accordingly and shall be compensated for such revisions in accordance with the hourly rates set forth in the Rate Schedule. Architect and its consultants shall similarly comply with all applicable Laws in providing any architectural and/or engineering services hereunder.

Miscellaneous

- a. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing Architect may not assign its rights, duties and obligations hereunder without the express written consent of Owner, which Owner may withhold in its sole and absolute discretion. Any such assignment without Owner's written consent shall be null and void.
- b. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Agreement shall not impair or effect in any manner the validity, enforceability or effect of the remainder hereof. The Parties agree that their intention is to enforce and carry out, to the maximum extent allowed by law, the provision of this Agreement. All Parties hereto acknowledge their intent and belief that all provisions are valid and enforceable.
- c. In the event of breach and/or default under the Agreement, the non-defaulting/non-breaching party shall be entitled to all rights and remedies available at law and/or equity, including reasonable attorney's fees.
- d. Architect shall exercise professional skill and judgment in the manner which can be reasonably expected from other architects performing similar services to those required hereunder including, but not limited to, any drawings, specifications, certifications, and/or representations made by Architect and/or its consultants hereunder.
- e. This Agreement constitutes the entire agreement between the Parties. No covenants, assurances of additional payments or consideration, promises, representations or warranties have been made except as specifically set forth herein and no provision hereof may be waived, modified or altered except in writing executed by all Parties.
- f. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- g. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.
- h. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- g. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement."

Extent

This Agreement constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

PART EIGHT: ACCEPTANCE

The Parties indicate their acceptance of this Agreement by returning two copies, each with original signature, to the other Party.

Accepted:

Brian P. McGuire, Supervisor
Hanover Township

Attest:

Katy Dolan Baumer, Clerk
Hanover Township

Accepted:

Eric Hornig, Principal
Hitchcock Design Group



December 21, 2023

Caleb Hanson
Director of Facilities and Road Maintenance
Hanover Township
250 South Route 59
Bartlett, Illinois 60103-1648

RE: Main Campus Expansion – Master Plan / OSLAD Application

Dear Caleb,

Thank you for asking Hitchcock Design Group to submit this proposal for your Main Campus Expansion Master Plan / OSLAD project. We appreciate the opportunity to continue our relationship with you and Hanover Township.

PROJECT UNDERSTANDING

Based on our discussion, we understand that the Hanover Township would like to prepare a master plan for your main campus expansion property to activate this newly acquired asset for your community. The program will be fully developed during the design process, but preliminary goals will consider; trails, walks, trail heads, shelter/gazebo, discovery dock at the pond edges, fitness stations, site furniture, interpretive signs, outdoor classroom, and native landscaping. You would like to apply for an Illinois Department of Natural Resources, Open Space Land Acquisition and Development (OSLAD) program grant and are interested in submitting this project for the upcoming 2024 deadline not yet identified (but likely in July).

SCOPE OF SERVICES

Based on our preliminary discussion and a kick-off meeting to discuss in detail, we will develop a written project-program summarizing client direction and influential factors, to be used as the foundation of the project’s design.

It will be important for us to consider practical and maintenance needs, sensitivity to the natural resources, complementing potential improvements, and improving the overall aesthetic and identity, while including elements that would likely be fundable as part of a grant application

We will then begin the Schematic Design Phase with the goal of identifying and illustrating the type, location, organization, scale, character and potential cost of elements to be improved. We will develop design alternatives and ultimately a preferred approach. Preliminary cost-estimates, using appropriate contingencies, will be prepared to summarize your financial exposure. Please see the Scope of Services for our step-by-step approach.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Basic Services

Schematic Design	Fixed Fee	\$16,400
Grant Application	Fixed Fee	\$5,900
Fixed Fee Total		\$22,300

Optional Services

Community Meeting	Hourly Estimate	\$1,400
Board Meeting	Hourly Estimate	\$1,000
Hourly Estimate Total		\$2,400

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$500 for these expenses.



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PROJECT TEAM

Under my supervision, Lacey Lawrence will manage our work and will engage other members of our Recreation Studio in as needed to advance the work in a timely way. We can begin work upon your authorization and anticipate completing our work in time for the grant submittal deadline.

Thank you again for the opportunity to continue working with you and Hanover Township. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Eric Hornig
Principal

Please note our mailing address: PO Bo 5126, Naperville, Illinois 60567-5126

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____
Authorized Client Representative **Date**

Accepted:  _____
Eric F. Hornig, Senior Principal **Date**

Attached: Hitchcock Design Group Standard Terms and Conditions, which is made part of this agreement



Scope of Services

Hanover Township – Main Campus Expansion Master Plan/OSLAD Application

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

Objective: To confirm the project program, characteristics of the existing resources, and to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff, In Person]** Conduct a Kick-off Meeting with the project team confirming:
 - a. Project area ownership and access
 - b. Program – goals and objectives
 - c. Constituent interests and jurisdictional agencies
 - d. Available data and data gathering needs
 - e. Budgeted costs and potential revenue sources
 - f. Tentative schedule
2. Collect Data for the project area and the immediate surroundings including:
 - a. Local ordinances and development standards
 - b. Previously prepared topographic survey(s)
 - c. Aerial photography
 - d. Boundaries, property ownership and easements
 - e. National wetland inventory map and waters of the United States
 - f. FEMA Flood Insurance Rate Maps (ponds and streams)(if applicable)
 - g. Threatened and endangered species and IDNR MCAT report (if applicable)
 - h. Zoning and land-use information
 - i. Community information:
 - i. Comprehensive Master Plan
 - ii. Parks and facilities matrix
3. Photograph the Project Area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
4. Prepare **Base Map** at Appropriate Scale using the inventoried & assembled data.
5. Prepare up to two **Schematic Design Alternatives** illustrating site geometry and the scale, type and organization of the project elements including:
 - a. Site improvements including:
 - i. Trails and accessibility
 - ii. Shelter/Gazebo
 - iii. Trail Heads
 - iv. Site Furnishings
 - v. *Fitness stations*
 - vi. *Interpretive signs*
 - vii. *Outdoor classroom*
 - viii. *Discovery dock at existing wetlands*
 - ix. *Footbridge restoration/enhancement*



- x. Evaluate additional recreational components to strengthen grant application.*
 - b. Landscape improvements
 - i. Enhanced wetlands
 - ii. Savannah restoration
 - c. Grading and drainage
- 7. Prepare the Schematic Design Documents including:
 - a. Plan view drawings at an appropriate scale
 - b. Representative photographs from other projects
- 8. Prepare a preliminary Construction Cost Opinion using recognized systems and unit costs in the Construction Specification Institute format.
- 9. Coordinate with Manufacturers for the items designated to be manufactured that can be competitively shopped, forwarding schematic plan, cost information and design criteria to and request the preparation of equipment options, presentation boards and a materials list in accordance with our criteria.
- 10. **[Meetings #2 (In-Person) & #3 (Online): Staff]** Review the Schematic Design Documents with you at 50% (alternatives) and 100% completion milestones (preferred strategy). Prepare written summaries of discussions and update the Project Program following each meeting.
- 11. **[OPTIONAL - Meeting #X: Community Input]** In a facility designated by you, prepare for and conduct the Design Input Meeting to gather input from attendees that are invited by you. The purpose of this meeting will be to solicit thoughts, ideas and concerns about the design from the attendees and to carefully record public input.
- 12. **[OPTIONAL – Meeting #X: Board]** present Schematic Design documents to elected officials for input and approval.

Deliverables: Base Map, Schematic Design Documents, Construction Cost Opinion, Meeting Summaries

GRANT PREPARATION PHASE: Illinois Department of Natural Resources Open Space Land Acquisition and Development Grant (IDNR OSLAD)

Objective: Meet the requirements of the IDNR OSLAD grant submittal and support a successful review of the document by the grant administrator.

Process: Following your approval of the Master Plan Phase, the Hitchcock Design Group team will:

- 1. Prepare a **Facility Needs Analysis Worksheet** based on IDNR criteria for grant award to confirm that the project direction complies with typical Grant Administrator objectives.
- 2. Obtain and **Prepare the Required Documents** for an IDNR OSLAD grant submittal package including: application forms, plan graphics, cost opinions, etc.
- 3. Conduct a Phone Conference with your IDNR Grant Administrator to review the project.
- 4. **[Meeting #4: Staff, Virtual]** Meet with you to review the draft application and obtain signatures.
- 5. Deliver the **OSLAD Grant Application** prior to the required submittal deadline yet to be determined.



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Hanover Township
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6. Answer Incidental Questions posed by the IDNR Grant Administrator. Respond to deficiency review letter if needed.

Deliverables: **Meeting Summaries, Facility Needs Worksheet, Grant Application**



GENERAL PROJECT ADMINISTRATION

We will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff

C. Staffing

1. Select and assign staff members to appropriate tasks and services

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates
3. Maintain appropriate time and expense records

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are **instruments of HDG’S services that shall remain HDG’S property**. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, HDG will visit the site periodically to determine in general whether construction is proceeding in a manner consistent with the intent of the Documents. HDG is not responsible for the contractor’s construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and locations such services are rendered. Client agrees that services provided will be rendered without warranty, express or implied.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement.
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the professional service fees identified in the Proposal Letter, plus expenses at 115% of actual cost. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due within thirty (30) days of the invoice date.** In the event Client fails to pay HDG within sixty (60) days of invoice date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the services, duties, obligations, and responsibilities of HDG under this Agreement may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants, payment from Client’s client, or other supplementary financing for the project.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. **MISCELLANEOUS**

Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.

Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

HDG Reliance: Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.

Waiver of Subrogation - Both parties to this Agreement waive all rights of subrogation and for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
WITH BERNA ARCHITECTS & DESIGN**

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

SECTION ONE: APPROVAL. The Professional Services Agreement (the “Agreement”) with Berna Architects & Design., for architect services to be rendered for the building renovation project at 310 S. IL Route 59, Bartlett IL 60103, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to review and approval by the Township Attorney.

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

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: January 23, 2024

APPROVED: January 23, 2024

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 No. _____, enacted on January 23, 2024, and approved on January 23, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 23rd day of January 2024, by and between Berna Architects & Design, LLC ("Design Professional"), and Hanover Township ("Township") (collectively, the "Parties").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. Understanding of Project. The project ("Project") is to consist architectural service to remodel a two-story house, garage, and basement measuring approximately 5,000 square feet, located at 310 S. IL Rte. 59, Bartlett, IL 60103, as more fully described in Design Professional's Proposal ("Proposal"), attached hereto as "Exhibit A." In the event of any conflict between the terms and conditions of this Agreement and the Proposal, the most stringent and demanding requirements shall control.

2. Representations of Design Professional. Design Professional represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services ("Services") set forth in the RFP and the Proposal in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

3. Scope of Services. Design Professional shall perform and complete the Services pursuant to the terms and conditions of this Agreement.

4. Commencement; Time of Performance. Design Professional shall commence the Services immediately upon receipt of written notice from Township that this Agreement has been fully executed by the Parties ("Commencement Date"). Design Professional shall diligently and continuously prosecute the Services in accordance with the Proposal until the completion of the Project or until the termination of this Agreement by Township ("Time of Performance"). Township may modify the Time of Performance at any time upon fifteen (15) days prior written notice to Design Professional.

5. Reporting. Design Professional shall regularly report to the Township Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

6. Compensation and Method of Payment.

A. Contract Sum. The total amount paid by Township to Design Professional for the Services pursuant to this Agreement shall not exceed \$30,000.00 ("Contract Sum"), as set forth in the Proposal. No claim for additional compensation shall be valid unless made in accordance with Sections 6(D) or 6(E) of this Agreement.

B. Invoices and Payment. Design Professional shall submit invoices in an approved format to Township for costs incurred by Design Professional in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the fixed fees and/or rates set forth in the Proposal. The final pay request by Design Professional shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. Township shall

pay invoice amounts to Design Professional in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/2 *et seq.*

C. Records. Design Professional shall maintain records showing actual time devoted and costs incurred and shall permit Township to inspect and audit all data and records of Design Professional for work done pursuant to this Agreement. The records shall be made available to Township at reasonable times during the term of this Agreement and for one year after the termination of this Agreement.

D. Claim in Addition to Contract Sum. Design Professional shall provide written notice to Township of any claim for additional compensation as a result of action taken by Township, within fifteen (15) days after the occurrence of such action. Design Professional acknowledges and agrees that: (a) the provision of such written notice shall not be deemed or interpreted as entitling Design Professional to any additional compensation; and (b) any changes in the Contract Sum shall be valid only upon written amendment pursuant to Section 24(A) of this Agreement. Regardless of the decision of Township relative to a claim submitted by Design Professional, Design Professional shall proceed with all of the work required to complete the Services under this Agreement, as determined by Township, without interruption.

E. Additional Services. Design Professional acknowledges and agrees that Township shall not be liable for any costs incurred by Design Professional in connection with any services provided by Design Professional that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by Township, except upon the prior written consent of Township.

F. Taxes, Benefits, and Royalties. Each payment by Township to Design Professional includes all applicable federal, state, and Township taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by Design Professional.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Township of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

7. Personnel; Subcontractors.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of Design Professional. The Key Project Personnel shall not be changed without Township's prior written approval.

B. Availability of Personnel. Design Professional shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. Design Professional shall notify Township as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Design Professional shall have no claim for damages and shall not bill

Township for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. Design Professional shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved in advance by Township in writing. All subcontractors and subcontracts used by Design Professional shall be acceptable to, and approved in advance by, Township. Township's approval of any subcontractor or subcontract shall not relieve Design Professional of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of Design Professional. For purposes of this Agreement, the term "Design Professional" shall be deemed also to refer to all subcontractors of Design Professional, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to Township and consistent with commonly accepted professional practices, Design Professional shall immediately upon notice from Township remove and replace such personnel or subcontractor. Design Professional shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

8. Confidential Information.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of Township relating to the technical, business, or corporate affairs of Township; Township property; user information, including, without limitation, any information pertaining to usage of Township's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The term Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of Design Professional from a source other than Township prior to the time of disclosure of such information to Design Professional pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of Design Professional or Township; or (4) to have been supplied to Design Professional after the Time of Disclosure without restriction by a third party who is under no obligation to Township to maintain such information in confidence.

B. No Disclosure of Confidential Information by Design Professional. Design Professional acknowledges that it shall, in performing the Services for Township under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. Design Professional shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of Township. Design Professional shall use reasonable measures at least as strict as those Design Professional uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of Design Professional to execute a non-disclosure agreement before obtaining access to Confidential Information.

9. Standard of Services, Indemnification, and Insurance.

A. Representation and Certification of Services. Design Professional represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized members of Design Professional's profession in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto Township.

B. Indemnification. Design Professional agrees to waive any and all rights of contribution against Township and shall indemnify, defend, and hold harmless Township, the Township Supervisor and Board of Trustees, and their respective officials, officers, employees, volunteers, agents, representatives, successors, and assigns (individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all claims, lawsuits, actions, causes of action, demands, injuries, deaths, damages, losses, penalties, fines, obligations, liabilities, judgments, liens, lien rights, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses, court costs, settlement judgments, prejudgment interest, and post-judgment interest (collectively, "Claims"), which arise out of or in any way relate to the following: (a) Design Professional's performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) the actual or alleged acts, errors, or omissions of Design Professional or its officials, officers, employees, volunteers, agents, representatives, contractors or subcontractors of any tier, successors, or assigns, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable (collectively, "Design Professional's Agents"); (c) Design Professional's breach of any of its obligations under, or Design Professional's default of, any provision of this Agreement, including, but not limited to, the representations and certifications set forth in Section 9(A) of this Agreement, infringement of any patent, trademark, or copyright, or violation of any law, ordinance, order or decree; except to the extent it has been finally adjudicated by a court of competent jurisdiction, evidenced by a final non-appealable order, that the Claim was caused by the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify, defend, or hold harmless which would otherwise exist as to any party or person under this Agreement.

In the event an Indemnified Party is subject to any Claim, Design Professional shall, at its sole cost and expense, appear, defend, and pay any and all judgment, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses and court costs, arising therefrom or incurred in connection therewith. The obligations in this paragraph are binding on Design Professional without regard to whether or not such Claim is alleged to have been caused in whole or in part by the act, omission, or negligence of any Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel in connection with such Claim, without relieving Design Professional of its obligations under this Section 9(B). Design Professional shall also assume the investigation, defense, and expense of all such Claims, or, in the event that an Indemnified Parties assumed the investigation or defense of any Claim, Design Professional shall indemnify such Indemnified Parties for all related costs as they are incurred. Any settlement must be made only with the prior written consent of an Indemnified Party if the settlement requires any action on the part of that Indemnified Party.

The indemnification and defense obligations in this Agreement shall not be limited by any insurance protection required of Design Professional herein or otherwise provided by Design Professional. To the extent permitted by law, Design Professional waives any limits to the amount

of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Claims, including any Claim by any employee of Design Professional, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). Township, however, does not waive any limits it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision. Nothing in this Section 9(B) shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to Township as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The indemnification and defense obligations in this Agreement shall survive the expiration and/or termination of this Agreement.

C. Insurance.

i. Required Coverages. Design Professional shall procure and maintain for the duration of the Services and Additional Services insurance Workers' Compensation and Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in the types and in the amounts of not less than as follows:

Workers Compensation and Employees Liability Insurance:

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000.00 per accident \$500,000.00 disease, policy limit \$500,000.00 disease, each employee

Commercial General Liability Insurance ("CGL"):

\$2,000,000.00	General Aggregate per Project
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Each Occurrence

CGL insurance shall cover liability arising from the Services and Additional Services, including activities performed by or on behalf of Design Professional; premises owned, leased, or used by Design Professional; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Commercial Automobile Liability Insurance ("CAL"):

Property Damage:	\$1,000,000.00 per occurrence
Bodily Injury:	\$1,000,000.00 per person \$1,000,000.00 per accident

CAL insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. If necessary, the policy shall be endorsed to cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Professional Liability Insurance:

\$2,000,000.00

Per wrongful act or failure to perform professional services

When Professional Liability Insurance policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Umbrella Excess Liability:

\$1,000,000.00

Over Primary Insurance Limit

ii. **Additional Insured.** The required insurance coverages, with the exception of Workers Compensation, shall name Township and the Township Supervisor and Board of Trustees, its respective officers, officials, employees, volunteers, agents, successors, and/or assigns (collectively, the "Additional Insured") as insured. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Design Professional. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. If the Additional Insured have not been included as an insured under the Commercial General Liability, Commercial Auto Liability, and Umbrella Excess Liability Insurance coverages required herein, Design Professional waives all rights against each Additional Insured, for recovery of damages arising out of or related to the Services or Additional Services.

iii. **Acceptability of Insurers.** Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Design Professional must supply certified copies of the requested insurance policies within ten (10) days.

iv. **Evidence of Insurance.** Prior to beginning work, Design Professional shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Design Professional's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Design Professional or any subcontractor of any tier from entering Township properties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained

after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

v. Cross-Liability Coverage. If Design Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Design Professional may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

vii. No Waiver of Subrogation Rights. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Design Professional, for any property injury, death, or other damage caused by Design Professional and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Services or Additional Services.

viii. Failure to Comply with Insurance Reporting Provisions. All insurance required of Design Professional shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

ix. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (a) allowing any work to commence by Design Professional before receipt of Certificates of Insurance; (b) failing to review any Certificates of Insurance received; (c) Failing to advise Design Professional that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (d) issuing any payment without receipt of a sworn certification from Design Professional stating that all the required insurance is in force. Design Professional agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

x. Liability of Design Professional not Limited by Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Design Professional and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Design Professional, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Design Professional to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Design Professional's insurance.

xi. Notice of Personal Injury or Property Damage. Design Professional shall notify Township, in writing, of any actual or possible claim for personal injury or property

damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xii. Subcontractors. Design Professional shall cause each subcontractor employed by Design Professional to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Design Professional shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

D. No Personal Liability. No elected or appointed official or employee of Township shall be personally liable, in law or in contract, to Design Professional as the result of the execution of this Agreement.

E. Mutual Waiver. To the fullest extent permitted by law, Design Professional and Township waive against each other and the other's officials, officers, employees, volunteers, agents, representatives, successors, and assigns any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

10. Relationship of the Parties. It is understood, acknowledged, and agreed by the Parties that the relationship of Design Professional to Township arising out of this Agreement shall be that of an independent contractor. Neither Design Professional, nor any employee or agent of Design Professional, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Design Professional has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Design Professional nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Design Professional may represent himself to others as an employee of Township. Should any person indicate to Design Professional or any employee or agent of Design Professional by written or oral communication, course of dealing or otherwise, that such person believes Design Professional to be an employee or agent of Township, Design Professional shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Design Professional shall do so in Design Professional's own business.

11. Conflict of Interest. Design Professional represents and certifies that, to the best of its knowledge: (1) no elected or appointed Township official, employee, or agent has a personal financial interest in the business of Design Professional or in this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Design Professional nor any person employed or associated with Design Professional has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Design Professional nor any person employed by or associated with Design Professional shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

12. No Collusion. Design Professional represents and certifies that Design Professional is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Design Professional is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11- 42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS

5/33E-1 *et seq.* Design Professional represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Design Professional has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Design Professional shall be liable to Township for all loss or damage that Township may suffer, and this Agreement shall, at Township's option, be null and void.

13. Compliance with Laws. Design Professional shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Design Professional shall also comply with all conditions of any federal, state, or local grant received by Township or Design Professional with respect to this Agreement or the Services. Further, Design Professional shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Design Professional shall be solely liable and shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Design Professional's or Design Professional's Agents' performance of, or failure to perform, the Services, the Additional Services, or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

14. Illinois Human Rights Act. Pursuant to Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, ("IHRA"), every party to a public contract shall have written sexual harassment policies that include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under State law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The vendor's internal complaint process, including penalties;
- (5) The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 and 6-101.5 of the IHRA.

Design Professional understands, represents, and warrants to the Township that Design Professional and its subcontractors, if any, are and shall remain for the entirety of the Project in compliance with Section 2-105 of the IHRA. A violation of Section 2-105 of the IHRA is cause for the immediate termination of this Agreement. However, any forbearance or delay by the Township in canceling this Agreement shall not be construed as, and does not constitute, the Township's consent to such violation and a waiver of any rights the Township may have, including without limitation, termination of this Agreement.

15. Illinois Prevailing Wage Act. All laborers, mechanics, and other workers employed by Design Professional and by any subcontractor(s) performing the Services, the Additional Services, or any part thereof shall be paid wages (*i.e.*, hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/01 *et seq.* ("Prevailing Wages"). Design Professional and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

Design Professional agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Design Professional shall notify immediately in writing all its subcontractors of all changes in the schedule of Prevailing Wages. Design Professional shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, mechanics, and other workers performing the Services, the Additional Services, or any part thereof under this Agreement and shall require each of its subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Design Professional due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Design Professional and not at the expense of Township. Design Professional shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, mechanics, or other workers performing the Services, the Additional Services, or any part thereof and for ensuring strict compliance with the requirements of the above mentioned Act, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

16. Illinois Freedom of Information Act. Design Professional agrees to maintain, without charge to Township, all records, and documents for projects of Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Design Professional shall produce records which are responsive to a request received by Township under the Freedom of Information Act, so that Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design Professional shall so notify Township, and, if possible, Township shall request an extension so as to comply with the Act. In the event Township is found to have not complied with the Freedom of Information Act due to Design Professional's failure to produce documents or otherwise appropriately respond to a request under the Act, Design Professional shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

17. Termination. Notwithstanding any other provision hereof, Township may terminate this Agreement at any time upon fifteen (15) days written notice to Design Professional. In the event that this Agreement is so terminated, Design Professional shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the fixed fees and/or rates set forth in the Proposal.

18. Default. If it should appear at any time that Design Professional has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate

that assures completion of the Services or the Additional Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services, the Additional Services, or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after Design Professional's receipt of written notice of such Event of Default by Township, then Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Design Professional. Township may require Design Professional, within a reasonable time, to complete or correct all or any part of the Services or the Additional Services that are the subject of the Event of Default; and to take any or all other action necessary to bring Design Professional and the Services into compliance with this Agreement.

B. Termination of Agreement by Township. Township may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

C. Withholding of Payment by Township. Township may withhold from any payment, whether or not previously approved, or may recover from Design Professional, any and all costs, including attorneys' fees and administrative expenses, incurred by Township as the result of any Event of Default by Design Professional or as a result of actions taken by Township in response to any Event of Default by Design Professional.

19. No Additional Obligation. Design Professional and Township acknowledge and agree that Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with Design Professional or with any vendor solicited or recommended by Design Professional.

20. Township Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by Design Professional to, vendors shall be subject to the approval of the Township Supervisor and Board of Trustees. For purposes of this Section 20, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to Township. Township shall not be liable to any vendor or third party for any agreements made by Design Professional without the knowledge and approval of the Township Supervisor and Board of Trustees.

21. Mutual Cooperation. Township agrees to cooperate with Design Professional in the performance of the Services, including meeting with Design Professional and providing Design Professional with such non-confidential information that Township may have that may be relevant and helpful to Design Professional's performance of the Services. Design Professional agrees to cooperate with Township in the performance and completion of the Services, the Additional Services, and with any other consultants engaged by Township.

22. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from Township by Design Professional in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of Township. At Township's request, or upon termination of this Agreement, Design Professional shall cause the Documents to be promptly delivered to Township.

23. Dispute Resolution. In the event any dispute shall arise with respect to any matter related to or arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through an informal dispute resolution process, to include, but not limited to mediation. In the event that the Parties are unable to resolve the dispute informally within thirty (30) days, both Parties agree to waive their right to a jury trial and agree that either party may elect to have the matter resolved by binding arbitration before a neutral arbitrator to-be-agreed upon by both Parties. In the event that both Parties are unable to agree upon a third-party neutral arbitrator, the matter will be submitted by the Parties to a mutually determined neutral arbitration firm. In the event the Parties are unable to mutually agree upon such a neutral arbitration firm, the matter will be submitted by the Parties to the American Arbitration Association. Each party shall be responsible for its own costs and expenses related to the arbitration, including, but not limited to, attorneys' fees, but the costs of the arbitration shall be shared equally by both Parties. The decision of the arbitrator shall be final and not appealable and subject to enforcement as a judgment under the Illinois Code of Civil Procedure. All rules of procedure, discovery, and evidence as set forth in the rules adopted by the American Arbitration Association, at the time that arbitration is required, shall be applicable to the proceedings, except to the extent those rules conflict with the requirements of applicable Illinois law. Any arbitration pursuant to this Agreement shall take place in Cook County, Illinois. This dispute resolution provision shall survive any termination of this Agreement.

24. General Terms and Conditions.

A. Entire Agreement. This Agreement constitutes the full and complete agreement between Design Professional and Client and supersedes all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended, added to, superseded, or waived only if both Parties specifically define in writing an official amendment of this Agreement.

B. Assignment. This Agreement may not be assigned by Township or Design Professional without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

C. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Design Professional:

Attention: _____

With a copy to:

Attention: _____

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James Barr, Township Administrator
With a copy to:

Airdo Werwas, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. Airdo

D. Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third-party beneficiary under this Agreement by any person or entity shall be made or be valid against Township.

E. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

F. Severability. Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Design Professional, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

J. Authority to Execute. Township hereby warrants and represents to Design Professional that the persons executing this Agreement on its behalf have been properly authorized to do so by the Township Supervisor and Board of Trustees. Design Professional hereby warrants and represents to Township that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Waiver. Neither Township nor Design Professional shall be under any obligation to exercise any of the rights granted to them in this Agreement, except as it shall determine to be in its best interest from time-to-time. The failure of Township or Design Professional to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect Township's or Design Professional's right to enforce such rights or any other rights.

L. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

M. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

N. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

O. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

P. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement.

Q. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

S. No Waiver of Immunities or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or its officials, officers, employees, volunteers and/or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

HANOVER TOWNSHIP

BERNA ARCHITECTS & DESIGN, LLC

Township Supervisor

Date: _____

Date: _____

ATTEST:

ATTEST:

Township Clerk

EXHIBIT A:
DESIGN PROFESSIONAL'S PROPOSAL

[TO BE INSERTED]

**BERNA
ARCHITECTS & DESIGN
221 DuPage Street
Elgin, Illinois 60120
(847) 697-0260
PROPOSAL**

RE: Remodel Estate House to New Maintenance Department - Office Facilities

Revision 1

January 12, 2024

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

Dear Mr. Hanson,

In response to your request for a proposal, I am submitting the following revised proposal: To provide architectural services to remodel a two-story house, garage, and basement measuring approximately 5000 S.F. located at 310 S. IL RT. 59, Bartlett, IL 60103.

Berna Architects, established in 1995, specializes in providing individual services for large and small projects at our adaptive reuse loft office in the center of Elgin. We design an average of 5 million dollars a year in construction projects for governmental, industrial, commercial and residential clients. We are a firm that provides a very straight forward, sustainable approach in serving our clients with new and historic construction. We work hard to develop a tight set of construction documents which cuts cost and lessens the conflicts often inherent in construction and we provide personal designs for each project.

- a. Greg Berna, AIA, will be the project manager. He will develop the design, plans, construction visits, and coordinate with the MEP Engineers. His resume and the engineer's resumes can be provided as requested.**

I.B.E.W. Local 117 Electrical Union Hall: This all new constructed 23,000 s.f. project contains offices, meeting halls, and a training facility in Crystal Lake, Illinois. Greg's level of involvement started with site selection and providing final lot size for the project with room for future expansion. He developed a preliminary budget, design and worked with a committee to develop a program to meet their current and future needs. He prepared construction

documents and examined different designs and structural systems to explore features and benefits regarding costs for the project. He directed the bidding and construction administration of the project, the final completion, and the pay requests. The project was finished on schedule and on budget with less than 2% in change orders that were directed by the client.

Bluff City Cemetery Addition-Township of Elgin: This 1,250 s.f. all stone exterior addition to an existing maintenance office more than doubled the existing offices for the Township of Elgin cemetery staff. Greg was also involved in the schematic design which included improving the overall appearance of the existing facility all the way through construction and final pay request. He assisted in bid documents with the Township of Elgin and investigated bidders who provided higher than expected prices for masonry work. Also, he researched other material to minimize masonry cost. The project was finished on time and with no change orders.

District #300 New Transportation Facility & Building and Grounds Facility:

These two facilities, at Jacobs High School in Algonquin, Illinois, are both over 17,000 s.f. each. Greg was the consultant involved in developing the construction documents and in coordinating all of the Hydraulic Bus lift equipment, Automated Bus Washing system and body and fender shop requirements for the E.P.A. and O.S.H.A. requirements. He also designed the vehicle seasonal indoor storage facility with adjacent office and training/conference areas. Greg's research of preliminary costs for all equipment assisted in getting final bids for the construction of these projects. The project documents were completed on time and bids received were within budget.

b. The following is a list of the Project team members and their role that will be retained for this project not included in this contract.

Hansen Palmer Associates, Ltd., John Thomson: will provide Electrical, Fire Alarm, and Data runs. (See Attachment 1 for Electrical Proposal)

Oxford Engineering Ltd., John Seaton: will be providing Plumbing and Mechanical engineering for the project. See Attachment 2 for Mechanical and Plumbing

Structural engineering is not included at this time.

c. Detailed scope of services: Berna Architects & Design will provide a complete architectural package and MEP engineering will be under direct contract to the Hanover Township and the two engineering firms listed above for the interior remodel of your building. This includes the preliminary design thru the permits with the Village of Bartlett. I have broken down the services into three divisions and additional services that may be requested, but is not in the proposed fee. They are as follows:

Schematic Design

- Evaluate needs to develop a program for the use of the building with one or two floor plans based on usage & existing conditions to meet codes.
- Multiple on-site review of existing conditions and survey of systems with architects and engineers for options for the existing building and improving functions.
- Proposed elevations of at least front view for ADA accessibility approaches and coordination with existing civil engineering plans.
- Coordinate preliminary plan with Hanover Township and Government officials for the proposed project.
- Analyze existing floor plans for maximizing functionality and customizing the needs of the department.
- Develop the architecture to enhance the image of the Facilities Department and include being sensitive to the existing home's architectural features.
- Explore schematic plans for future expansion if or when needed.
- Work with Hanover Township to get an understanding of their expectations for the house.
- Provide preliminary drawings of the remodeling, such as future use of the two car garage area, and floor plans for Township.

Design Development

- Develop detailed floor plans and interior design for the house after the final approach has been approved.
- Coordinate with mechanical, electrical, plumbing, and fire detection systems throughout the building by others.
- Explore exposed existing structural system for structural concerns and water intrusion issues that may effect the proposed plans.

Construction Documents

- Provide a complete detailed set of architectural drawings for building permit and construction.
 - Will address all Federal and State Handicapped Accessibility Codes and local building permits.
 - Provide construction drawings that will specify materials and conditions for major elements that go into the building.
1. The estimated lump sum cost for this work thru construction drawings and permit

\$ 30,000.00 (hourly rate is \$187 per hour)

Additional scope of services:

- Coordinate owner's onsite testing and contractor's testing reports - i.e. concrete, roof, pavement, etc.
- Minimum one day a week onsite review of construction progress.
- Final project inspection and punch list.
- Review monthly pay requests and waivers to general contractor and subcontractors.
- Review and inspect any change orders or project conditions that may change due to unknown conditions.
- Provide time to coordinate with engineers and look over soil tests done on this site regarding soft soil or high-water table and utility easement.
- Engaging a Structural Engineer for unforeseen conditions found in the structure that must be addressed.

Additional Services: Not included are surveys, soils and EPA testing, permit costs, printing and extensive redesigning due to major unknown conditions or changes by client after design development phase. Drainage, civil drawings, shop drawings, change order review, energy building envelope compliance reporting, landscaping design, existing structure issues of the building, construction supervision, and flood plain design issues are not included. Manufactured truss design review and unsuitable soil properties have not been considered for this proposal.

Architectural personnel will be provided by Greg Berna, a licensed and insured Architect in the State of Illinois.

- Greg Berna is member of the American Institute of Architects (AIA) and the Association of Licensed Architects (ALA).
- Berna Architects & Design would like to present further qualifications in person to demonstrate our ability to meet the Township's goals for this project.
- Qualifications: Services will be provided by a licensed and insured architect in the State of Illinois. This proposal price is fixed for 60 days. The hourly rate is \$187 per hour if additional services are required.

See separate electrical and mechanical /plumbing proposals

Submitted by

Greg Berna, AIA

Berna Architects and Design LLC.

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
WITH OXFORD ENGINEERING, LTD.**

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

SECTION ONE: APPROVAL. The Professional Services Agreement (the “Agreement”) with Oxford Engineering, Ltd., for mechanical and plumbing engineering services to be rendered for the building renovation project at 310 S. IL Route 59, Bartlett IL 60103, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to review and approval by the Township Attorney.

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

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: January 23, 2024

APPROVED: January 23, 2024

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 No. _____, enacted on January 23, 2024, and approved on January 23, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**HANOVER TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into this 23rd day of January 2024, by and between Oxford Engineering, Ltd. ("Design Professional"), and Hanover Township ("Township") (collectively, the "Parties").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. Understanding of Project. The project ("Project") is to consist of mechanical and plumbing engineering for the remodel of a two-story house, garage, and basement measuring approximately 5,000 square feet, located at 310 S. IL Rte. 59, Bartlett, IL 60103, as more fully described in Design Professional's Proposal ("Proposal"), attached hereto as "Exhibit A." In the event of any conflict between the terms and conditions of this Agreement and the Proposal, the most stringent and demanding requirements shall control.

2. Representations of Design Professional. Design Professional represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services ("Services") set forth in the RFP and the Proposal in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

3. Scope of Services. Design Professional shall perform and complete the Services pursuant to the terms and conditions of this Agreement.

4. Commencement; Time of Performance. Design Professional shall commence the Services immediately upon receipt of written notice from Township that this Agreement has been fully executed by the Parties ("Commencement Date"). Design Professional shall diligently and continuously prosecute the Services in accordance with the Proposal until the completion of the Project or until the termination of this Agreement by Township ("Time of Performance"). Township may modify the Time of Performance at any time upon fifteen (15) days prior written notice to Design Professional.

5. Reporting. Design Professional shall regularly report to the Township Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

6. Compensation and Method of Payment.

A. Contract Sum. The total amount paid by Township to Design Professional for the Services pursuant to this Agreement shall not exceed \$30,000.00 ("Contract Sum"), as set forth in the Proposal. No claim for additional compensation shall be valid unless made in accordance with Sections 6(D) or 6(E) of this Agreement.

B. Invoices and Payment. Design Professional shall submit invoices in an approved format to Township for costs incurred by Design Professional in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the fixed fees and/or rates set forth in the Proposal. The final pay request by Design Professional shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. Township shall

pay invoice amounts to Design Professional in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/2 *et seq.*

C. Records. Design Professional shall maintain records showing actual time devoted and costs incurred and shall permit Township to inspect and audit all data and records of Design Professional for work done pursuant to this Agreement. The records shall be made available to Township at reasonable times during the term of this Agreement and for one year after the termination of this Agreement.

D. Claim in Addition to Contract Sum. Design Professional shall provide written notice to Township of any claim for additional compensation as a result of action taken by Township, within fifteen (15) days after the occurrence of such action. Design Professional acknowledges and agrees that: (a) the provision of such written notice shall not be deemed or interpreted as entitling Design Professional to any additional compensation; and (b) any changes in the Contract Sum shall be valid only upon written amendment pursuant to Section 24(A) of this Agreement. Regardless of the decision of Township relative to a claim submitted by Design Professional, Design Professional shall proceed with all of the work required to complete the Services under this Agreement, as determined by Township, without interruption.

E. Additional Services. Design Professional acknowledges and agrees that Township shall not be liable for any costs incurred by Design Professional in connection with any services provided by Design Professional that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by Township, except upon the prior written consent of Township.

F. Taxes, Benefits, and Royalties. Each payment by Township to Design Professional includes all applicable federal, state, and Township taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by Design Professional.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Township of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

7. Personnel; Subcontractors.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of Design Professional. The Key Project Personnel shall not be changed without Township's prior written approval.

B. Availability of Personnel. Design Professional shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. Design Professional shall notify Township as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Design Professional shall have no claim for damages and shall not bill

Township for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. Design Professional shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved in advance by Township in writing. All subcontractors and subcontracts used by Design Professional shall be acceptable to, and approved in advance by, Township. Township's approval of any subcontractor or subcontract shall not relieve Design Professional of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of Design Professional. For purposes of this Agreement, the term "Design Professional" shall be deemed also to refer to all subcontractors of Design Professional, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to Township and consistent with commonly accepted professional practices, Design Professional shall immediately upon notice from Township remove and replace such personnel or subcontractor. Design Professional shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

8. Confidential Information.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of Township relating to the technical, business, or corporate affairs of Township; Township property; user information, including, without limitation, any information pertaining to usage of Township's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The term Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of Design Professional from a source other than Township prior to the time of disclosure of such information to Design Professional pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of Design Professional or Township; or (4) to have been supplied to Design Professional after the Time of Disclosure without restriction by a third party who is under no obligation to Township to maintain such information in confidence.

B. No Disclosure of Confidential Information by Design Professional. Design Professional acknowledges that it shall, in performing the Services for Township under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. Design Professional shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of Township. Design Professional shall use reasonable measures at least as strict as those Design Professional uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of Design Professional to execute a non-disclosure agreement before obtaining access to Confidential Information.

9. Standard of Services, Indemnification, and Insurance.

A. Representation and Certification of Services. Design Professional represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized members of Design Professional's profession in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto Township.

B. Indemnification. Design Professional agrees to waive any and all rights of contribution against Township and shall indemnify, defend, and hold harmless Township, the Township Supervisor and Board of Trustees, and their respective officials, officers, employees, volunteers, agents, representatives, successors, and assigns (individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all claims, lawsuits, actions, causes of action, demands, injuries, deaths, damages, losses, penalties, fines, obligations, liabilities, judgments, liens, lien rights, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses, court costs, settlement judgments, prejudgment interest, and post-judgment interest (collectively, "Claims"), which arise out of or in any way relate to the following: (a) Design Professional's performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) the actual or alleged acts, errors, or omissions of Design Professional or its officials, officers, employees, volunteers, agents, representatives, contractors or subcontractors of any tier, successors, or assigns, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable (collectively, "Design Professional's Agents"); (c) Design Professional's breach of any of its obligations under, or Design Professional's default of, any provision of this Agreement, including, but not limited to, the representations and certifications set forth in Section 9(A) of this Agreement, infringement of any patent, trademark, or copyright, or violation of any law, ordinance, order or decree; except to the extent it has been finally adjudicated by a court of competent jurisdiction, evidenced by a final non-appealable order, that the Claim was caused by the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify, defend, or hold harmless which would otherwise exist as to any party or person under this Agreement.

In the event an Indemnified Party is subject to any Claim, Design Professional shall, at its sole cost and expense, appear, defend, and pay any and all judgment, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses and court costs, arising therefrom or incurred in connection therewith. The obligations in this paragraph are binding on Design Professional without regard to whether or not such Claim is alleged to have been caused in whole or in part by the act, omission, or negligence of any Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel in connection with such Claim, without relieving Design Professional of its obligations under this Section 9(B). Design Professional shall also assume the investigation, defense, and expense of all such Claims, or, in the event that an Indemnified Parties assumed the investigation or defense of any Claim, Design Professional shall indemnify such Indemnified Parties for all related costs as they are incurred. Any settlement must be made only with the prior written consent of an Indemnified Party if the settlement requires any action on the part of that Indemnified Party.

The indemnification and defense obligations in this Agreement shall not be limited by any insurance protection required of Design Professional herein or otherwise provided by Design Professional. To the extent permitted by law, Design Professional waives any limits to the amount

of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Claims, including any Claim by any employee of Design Professional, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). Township, however, does not waive any limits it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision. Nothing in this Section 9(B) shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to Township as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The indemnification and defense obligations in this Agreement shall survive the expiration and/or termination of this Agreement.

C. Insurance.

i. Required Coverages. Design Professional shall procure and maintain for the duration of the Services and Additional Services insurance Workers' Compensation and Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in the types and in the amounts of not less than as follows:

Workers Compensation and Employees Liability Insurance:

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000.00 per accident \$500,000.00 disease, policy limit \$500,000.00 disease, each employee

Commercial General Liability Insurance ("CGL"):

\$2,000,000.00	General Aggregate per Project
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Each Occurrence

CGL insurance shall cover liability arising from the Services and Additional Services, including activities performed by or on behalf of Design Professional; premises owned, leased, or used by Design Professional; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Commercial Automobile Liability Insurance ("CAL"):

Property Damage:	\$1,000,000.00 per occurrence
Bodily Injury:	\$1,000,000.00 per person \$1,000,000.00 per accident

CAL insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. If necessary, the policy shall be endorsed to cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Professional Liability Insurance:

\$2,000,000.00

Per wrongful act or failure to perform professional services

When Professional Liability Insurance policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Umbrella Excess Liability:

\$1,000,000.00

Over Primary Insurance Limit

ii. **Additional Insured.** The required insurance coverages, with the exception of Workers Compensation, shall name Township and the Township Supervisor and Board of Trustees, its respective officers, officials, employees, volunteers, agents, successors, and/or assigns (collectively, the "Additional Insured") as insured. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Design Professional. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. If the Additional Insured have not been included as an insured under the Commercial General Liability, Commercial Auto Liability, and Umbrella Excess Liability Insurance coverages required herein, Design Professional waives all rights against each Additional Insured, for recovery of damages arising out of or related to the Services or Additional Services.

iii. **Acceptability of Insurers.** Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Design Professional must supply certified copies of the requested insurance policies within ten (10) days.

iv. **Evidence of Insurance.** Prior to beginning work, Design Professional shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Design Professional's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Design Professional or any subcontractor of any tier from entering Township properties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained

after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

v. Cross-Liability Coverage. If Design Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Design Professional may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

vii. No Waiver of Subrogation Rights. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Design Professional, for any property injury, death, or other damage caused by Design Professional and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Services or Additional Services.

viii. Failure to Comply with Insurance Reporting Provisions. All insurance required of Design Professional shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

ix. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (a) allowing any work to commence by Design Professional before receipt of Certificates of Insurance; (b) failing to review any Certificates of Insurance received; (c) Failing to advise Design Professional that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (d) issuing any payment without receipt of a sworn certification from Design Professional stating that all the required insurance is in force. Design Professional agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

x. Liability of Design Professional not Limited by Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Design Professional and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Design Professional, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Design Professional to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Design Professional's insurance.

xi. Notice of Personal Injury or Property Damage. Design Professional shall notify Township, in writing, of any actual or possible claim for personal injury or property

damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xii. Subcontractors. Design Professional shall cause each subcontractor employed by Design Professional to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Design Professional shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

D. No Personal Liability. No elected or appointed official or employee of Township shall be personally liable, in law or in contract, to Design Professional as the result of the execution of this Agreement.

E. Mutual Waiver. To the fullest extent permitted by law, Design Professional and Township waive against each other and the other's officials, officers, employees, volunteers, agents, representatives, successors, and assigns any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

10. Relationship of the Parties. It is understood, acknowledged, and agreed by the Parties that the relationship of Design Professional to Township arising out of this Agreement shall be that of an independent contractor. Neither Design Professional, nor any employee or agent of Design Professional, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Design Professional has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Design Professional nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Design Professional may represent himself to others as an employee of Township. Should any person indicate to Design Professional or any employee or agent of Design Professional by written or oral communication, course of dealing or otherwise, that such person believes Design Professional to be an employee or agent of Township, Design Professional shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Design Professional shall do so in Design Professional's own business.

11. Conflict of Interest. Design Professional represents and certifies that, to the best of its knowledge: (1) no elected or appointed Township official, employee, or agent has a personal financial interest in the business of Design Professional or in this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Design Professional nor any person employed or associated with Design Professional has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Design Professional nor any person employed by or associated with Design Professional shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

12. No Collusion. Design Professional represents and certifies that Design Professional is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Design Professional is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11- 42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS

5/33E-1 *et seq.* Design Professional represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Design Professional has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Design Professional shall be liable to Township for all loss or damage that Township may suffer, and this Agreement shall, at Township's option, be null and void.

13. Compliance with Laws. Design Professional shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Design Professional shall also comply with all conditions of any federal, state, or local grant received by Township or Design Professional with respect to this Agreement or the Services. Further, Design Professional shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Design Professional shall be solely liable and shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Design Professional's or Design Professional's Agents' performance of, or failure to perform, the Services, the Additional Services, or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

14. Illinois Human Rights Act. Pursuant to Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, ("IHRA"), every party to a public contract shall have written sexual harassment policies that include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under State law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The vendor's internal complaint process, including penalties;
- (5) The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 and 6-101.5 of the IHRA.

Design Professional understands, represents, and warrants to the Township that Design Professional and its subcontractors, if any, are and shall remain for the entirety of the Project in compliance with Section 2-105 of the IHRA. A violation of Section 2-105 of the IHRA is cause for the immediate termination of this Agreement. However, any forbearance or delay by the Township in canceling this Agreement shall not be construed as, and does not constitute, the Township's consent to such violation and a waiver of any rights the Township may have, including without limitation, termination of this Agreement.

15. Illinois Prevailing Wage Act. All laborers, mechanics, and other workers employed by Design Professional and by any subcontractor(s) performing the Services, the Additional Services, or any part thereof shall be paid wages (*i.e.*, hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/01 *et seq.* ("Prevailing Wages"). Design Professional and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

Design Professional agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Design Professional shall notify immediately in writing all its subcontractors of all changes in the schedule of Prevailing Wages. Design Professional shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, mechanics, and other workers performing the Services, the Additional Services, or any part thereof under this Agreement and shall require each of its subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Design Professional due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Design Professional and not at the expense of Township. Design Professional shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, mechanics, or other workers performing the Services, the Additional Services, or any part thereof and for ensuring strict compliance with the requirements of the above mentioned Act, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

16. Illinois Freedom of Information Act. Design Professional agrees to maintain, without charge to Township, all records, and documents for projects of Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Design Professional shall produce records which are responsive to a request received by Township under the Freedom of Information Act, so that Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design Professional shall so notify Township, and, if possible, Township shall request an extension so as to comply with the Act. In the event Township is found to have not complied with the Freedom of Information Act due to Design Professional's failure to produce documents or otherwise appropriately respond to a request under the Act, Design Professional shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

17. Termination. Notwithstanding any other provision hereof, Township may terminate this Agreement at any time upon fifteen (15) days written notice to Design Professional. In the event that this Agreement is so terminated, Design Professional shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the fixed fees and/or rates set forth in the Proposal.

18. Default. If it should appear at any time that Design Professional has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate

that assures completion of the Services or the Additional Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services, the Additional Services, or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after Design Professional's receipt of written notice of such Event of Default by Township, then Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Design Professional. Township may require Design Professional, within a reasonable time, to complete or correct all or any part of the Services or the Additional Services that are the subject of the Event of Default; and to take any or all other action necessary to bring Design Professional and the Services into compliance with this Agreement.

B. Termination of Agreement by Township. Township may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

C. Withholding of Payment by Township. Township may withhold from any payment, whether or not previously approved, or may recover from Design Professional, any and all costs, including attorneys' fees and administrative expenses, incurred by Township as the result of any Event of Default by Design Professional or as a result of actions taken by Township in response to any Event of Default by Design Professional.

19. No Additional Obligation. Design Professional and Township acknowledge and agree that Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with Design Professional or with any vendor solicited or recommended by Design Professional.

20. Township Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by Design Professional to, vendors shall be subject to the approval of the Township Supervisor and Board of Trustees. For purposes of this Section 20, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to Township. Township shall not be liable to any vendor or third party for any agreements made by Design Professional without the knowledge and approval of the Township Supervisor and Board of Trustees.

21. Mutual Cooperation. Township agrees to cooperate with Design Professional in the performance of the Services, including meeting with Design Professional and providing Design Professional with such non-confidential information that Township may have that may be relevant and helpful to Design Professional's performance of the Services. Design Professional agrees to cooperate with Township in the performance and completion of the Services, the Additional Services, and with any other consultants engaged by Township.

22. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from Township by Design Professional in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of Township. At Township's request, or upon termination of this Agreement, Design Professional shall cause the Documents to be promptly delivered to Township.

23. Dispute Resolution. In the event any dispute shall arise with respect to any matter related to or arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through an informal dispute resolution process, to include, but not limited to mediation. In the event that the Parties are unable to resolve the dispute informally within thirty (30) days, both Parties agree to waive their right to a jury trial and agree that either party may elect to have the matter resolved by binding arbitration before a neutral arbitrator to-be-agreed upon by both Parties. In the event that both Parties are unable to agree upon a third-party neutral arbitrator, the matter will be submitted by the Parties to a mutually determined neutral arbitration firm. In the event the Parties are unable to mutually agree upon such a neutral arbitration firm, the matter will be submitted by the Parties to the American Arbitration Association. Each party shall be responsible for its own costs and expenses related to the arbitration, including, but not limited to, attorneys' fees, but the costs of the arbitration shall be shared equally by both Parties. The decision of the arbitrator shall be final and not appealable and subject to enforcement as a judgment under the Illinois Code of Civil Procedure. All rules of procedure, discovery, and evidence as set forth in the rules adopted by the American Arbitration Association, at the time that arbitration is required, shall be applicable to the proceedings, except to the extent those rules conflict with the requirements of applicable Illinois law. Any arbitration pursuant to this Agreement shall take place in Cook County, Illinois. This dispute resolution provision shall survive any termination of this Agreement.

24. General Terms and Conditions.

A. Entire Agreement. This Agreement constitutes the full and complete agreement between Design Professional and Client and supersedes all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended, added to, superseded, or waived only if both Parties specifically define in writing an official amendment of this Agreement.

B. Assignment. This Agreement may not be assigned by Township or Design Professional without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

C. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Design Professional:

Attention: _____

With a copy to:

Attention: _____

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James Barr, Township Administrator
With a copy to:

Airco Werwas, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. Airco

D. Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third-party beneficiary under this Agreement by any person or entity shall be made or be valid against Township.

E. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

F. Severability. Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Design Professional, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

J. Authority to Execute. Township hereby warrants and represents to Design Professional that the persons executing this Agreement on its behalf have been properly authorized to do so by the Township Supervisor and Board of Trustees. Design Professional hereby warrants and represents to Township that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Waiver. Neither Township nor Design Professional shall be under any obligation to exercise any of the rights granted to them in this Agreement, except as it shall determine to be in its best interest from time-to-time. The failure of Township or Design Professional to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect Township's or Design Professional's right to enforce such rights or any other rights.

L. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

M. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

N. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

O. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

P. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement.

Q. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

S. No Waiver of Immunities or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or its officials, officers, employees, volunteers and/or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

HANOVER TOWNSHIP

OXFORD ENGINEERING, LTD.

Township Supervisor

Date: _____

Date: _____

ATTEST:

ATTEST:

Township Clerk

EXHIBIT A:
DESIGN PROFESSIONAL'S PROPOSAL

[TO BE INSERTED]

January 15, 2024

Greg Berna
Berna Architects & Design
221 DuPage Street
Elgin, IL 60120

Caleb Hanson
Hanover Township, Director of Facilities
250 South IL Route 59
Bartlett IL 60103

Re: Hanover Township – Building Renovation (Residence to Commercial Office)
250 South IL Route 59, Bartlett, IL
Mechanical and Plumbing Engineering Proposal

Greg / Caleb:

In response to your request, Oxford Engineering is pleased to provide you with this proposal for services related to the mechanical and plumbing engineering of the 5000 sq.ft. existing residential building renovation for new commercial office building in Bartlett, Illinois.

As we understand, Berna Architects & Design is providing the architectural design services for this two-story building renovation; 1600 sq.ft 1st Floor, 1300 sq.ft 2nd Floor, 600 sq.ft Garage, and 1500 sq.ft Basement. The architectural plans will indicate the floor plans, equipment plans, reflected ceiling plans, elevations, and sections. The Hanover Township construction management team will provide the office equipment specifications for architectural positioning and engineering energizing. The mechanical and plumbing systems are proposed by Oxford Engineering as follows.

Scope of Work

Oxford Engineering work includes:

- Pre-Design Site visit
- Develop plan documents with specifications for the mechanical and plumbing systems to be jointly issued for permit/bid/construction
 - New HVAC forced-air systems (furnace/condensing units) ductwork, air devices, and standalone thermostats. New EFs for toilets.
 - Gas: Reuse existing service with New equipment/appliance piping
 - Plumbing: Reuse existing water and waste services with New plumbing fixtures and piping
- Energy mechanical COMcheck report

Receive from others:

- Architectural plans, digital dwg format, including floor plans, equipment plans, elevations, and reflected ceiling plans.
- Plumbing fixtures specifications supplied by owner.
- FF&E (furniture, fixture, or equipment) specifications supplied by owner.
- Fire protection sprinkler and fire alarm engineering to be design-build by fire protection and fire alarm contractors.

As required, the Permit/Bid/Construction Documents will be signed and sealed by a State of Illinois Registered Professional Engineer and electronic media (portable document format) submitted to the Architect.

Engineer shall exercise the standard of care and skill ordinarily used by members of engineering profession practicing under similar circumstances, same time, and same locality. Engineer shall review laws, regulations, codes, and standards currently in effect; and shall exercise care and judgment to design in compliance with authorities having jurisdiction.

Exclusions

Work does NOT include civil engineering, structural engineering, electrical engineering, fire protection sprinkler engineering, fire alarm engineering, photometrics, site work, infloor-heating engineering, demolition notations, document printing, document shipping, permit processing, energy envelope compliance reporting, value engineering, shop drawing review, site observations, post-construction verifications, or construction administration; any such work or other work will be reimbursable. The engineer will neither have control nor responsibility for construction means and methods.

Fee (Base Bid)

Engineering services for a fee of Four-Thousand Eight-Hundred Dollars (\$4800).

Alternate Fees

Alternate#1, Infloor-Heating

If infloor-heating engineering is requested, we will provide this service billed on an hourly basis, Project Manager at \$145 per hour, Engineer at \$135 per hour, Designer at \$115 per hour, and Drafter at \$95 per hour.

Alternate#2, Shop Drawing Review

If shop drawing review of the mechanical and plumbing equipment is requested, we will provide this service billed on an hourly basis at \$145 per hour.

Alternate#3, Site Observations

If a site visit review (observation of general conformance with the construction documents) of the installation work is requested, including a brief summation report, we will provide this service billed on an hourly basis at \$145 per hour.

This proposal is valid for sixty (60) days from the date of this letter. Services considered complete upon substantial completion of the plan documents. Advance payment of twenty-five percent (25%) is due prior to commencing work. Progress work payments for the progress work performed. Service payments to be direct deposit or written check and due within thirty (30) days after invoicing, with one and one-half percent (1.5%) monthly accruing interest rate applied to any unpaid balance. Any indirect damages, payment collection costs or expenses, including attorney fees and collection fees are reimbursable to Oxford Engineering. The engineering firm and engineering employees' liability limited to the amount of engineering compensation.



As always, we will be happy to answer any questions you have regarding this proposal. Please return an approved copy to our office.

Respectfully,
OXFORD ENGINEERING, LTD

John Seaton
Principal

ACCEPTED AND APPROVED BY:

Signature

Title

Printed Name

Date

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
WITH HANSEN PALMER ASSOCIATES, LTD.**

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

SECTION ONE: APPROVAL. The Professional Services Agreement (the “Agreement”) with Hansen Palmer Associates, Ltd., for electrical engineering services to be rendered for the building renovation project at 310 S. IL Route 59, Bartlett IL 60103, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to review and approval by the Township Attorney.

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

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: January 23, 2024

APPROVED: January 23, 2024

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 No. _____, enacted on January 23, 2024, and approved on January 23, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 23rd day of January 2024, by and between Hansen Palmer Associates, Ltd. ("Design Professional"), and Hanover Township ("Township") (collectively, the "Parties").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. Understanding of Project. The project ("Project") is to consist of electrical engineering for the remodel of a two-story house, garage, and basement measuring approximately 5,000 square feet, located at 310 S. IL Rte. 59, Bartlett, IL 60103, as more fully described in Design Professional's Proposal ("Proposal"), attached hereto as "Exhibit A." In the event of any conflict between the terms and conditions of this Agreement and the Proposal, the most stringent and demanding requirements shall control.

2. Representations of Design Professional. Design Professional represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services ("Services") set forth in the RFP and the Proposal in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

3. Scope of Services. Design Professional shall perform and complete the Services pursuant to the terms and conditions of this Agreement.

4. Commencement; Time of Performance. Design Professional shall commence the Services immediately upon receipt of written notice from Township that this Agreement has been fully executed by the Parties ("Commencement Date"). Design Professional shall diligently and continuously prosecute the Services in accordance with the Proposal until the completion of the Project or until the termination of this Agreement by Township ("Time of Performance"). Township may modify the Time of Performance at any time upon fifteen (15) days prior written notice to Design Professional.

5. Reporting. Design Professional shall regularly report to the Township Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

6. Compensation and Method of Payment.

A. Contract Sum. The total amount paid by Township to Design Professional for the Services pursuant to this Agreement shall not exceed \$30,000.00 ("Contract Sum"), as set forth in the Proposal. No claim for additional compensation shall be valid unless made in accordance with Sections 6(D) or 6(E) of this Agreement.

B. Invoices and Payment. Design Professional shall submit invoices in an approved format to Township for costs incurred by Design Professional in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the fixed fees and/or rates set forth in the Proposal. The final pay request by Design Professional shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. Township shall

pay invoice amounts to Design Professional in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/2 *et seq.*

C. Records. Design Professional shall maintain records showing actual time devoted and costs incurred and shall permit Township to inspect and audit all data and records of Design Professional for work done pursuant to this Agreement. The records shall be made available to Township at reasonable times during the term of this Agreement and for one year after the termination of this Agreement.

D. Claim in Addition to Contract Sum. Design Professional shall provide written notice to Township of any claim for additional compensation as a result of action taken by Township, within fifteen (15) days after the occurrence of such action. Design Professional acknowledges and agrees that: (a) the provision of such written notice shall not be deemed or interpreted as entitling Design Professional to any additional compensation; and (b) any changes in the Contract Sum shall be valid only upon written amendment pursuant to Section 24(A) of this Agreement. Regardless of the decision of Township relative to a claim submitted by Design Professional, Design Professional shall proceed with all of the work required to complete the Services under this Agreement, as determined by Township, without interruption.

E. Additional Services. Design Professional acknowledges and agrees that Township shall not be liable for any costs incurred by Design Professional in connection with any services provided by Design Professional that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by Township, except upon the prior written consent of Township.

F. Taxes, Benefits, and Royalties. Each payment by Township to Design Professional includes all applicable federal, state, and Township taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by Design Professional.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Township of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

7. Personnel; Subcontractors.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of Design Professional. The Key Project Personnel shall not be changed without Township's prior written approval.

B. Availability of Personnel. Design Professional shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. Design Professional shall notify Township as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Design Professional shall have no claim for damages and shall not bill

Township for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. Design Professional shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved in advance by Township in writing. All subcontractors and subcontracts used by Design Professional shall be acceptable to, and approved in advance by, Township. Township's approval of any subcontractor or subcontract shall not relieve Design Professional of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of Design Professional. For purposes of this Agreement, the term "Design Professional" shall be deemed also to refer to all subcontractors of Design Professional, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to Township and consistent with commonly accepted professional practices, Design Professional shall immediately upon notice from Township remove and replace such personnel or subcontractor. Design Professional shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

8. Confidential Information.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of Township relating to the technical, business, or corporate affairs of Township; Township property; user information, including, without limitation, any information pertaining to usage of Township's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The term Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of Design Professional from a source other than Township prior to the time of disclosure of such information to Design Professional pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of Design Professional or Township; or (4) to have been supplied to Design Professional after the Time of Disclosure without restriction by a third party who is under no obligation to Township to maintain such information in confidence.

B. No Disclosure of Confidential Information by Design Professional. Design Professional acknowledges that it shall, in performing the Services for Township under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. Design Professional shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of Township. Design Professional shall use reasonable measures at least as strict as those Design Professional uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of Design Professional to execute a non-disclosure agreement before obtaining access to Confidential Information.

9. Standard of Services, Indemnification, and Insurance.

A. Representation and Certification of Services. Design Professional represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized members of Design Professional's profession in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto Township.

B. Indemnification. Design Professional agrees to waive any and all rights of contribution against Township and shall indemnify, defend, and hold harmless Township, the Township Supervisor and Board of Trustees, and their respective officials, officers, employees, volunteers, agents, representatives, successors, and assigns (individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all claims, lawsuits, actions, causes of action, demands, injuries, deaths, damages, losses, penalties, fines, obligations, liabilities, judgments, liens, lien rights, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses, court costs, settlement judgments, prejudgment interest, and post-judgment interest (collectively, "Claims"), which arise out of or in any way relate to the following: (a) Design Professional's performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) the actual or alleged acts, errors, or omissions of Design Professional or its officials, officers, employees, volunteers, agents, representatives, contractors or subcontractors of any tier, successors, or assigns, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable (collectively, "Design Professional's Agents"); (c) Design Professional's breach of any of its obligations under, or Design Professional's default of, any provision of this Agreement, including, but not limited to, the representations and certifications set forth in Section 9(A) of this Agreement, infringement of any patent, trademark, or copyright, or violation of any law, ordinance, order or decree; except to the extent it has been finally adjudicated by a court of competent jurisdiction, evidenced by a final non-appealable order, that the Claim was caused by the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify, defend, or hold harmless which would otherwise exist as to any party or person under this Agreement.

In the event an Indemnified Party is subject to any Claim, Design Professional shall, at its sole cost and expense, appear, defend, and pay any and all judgment, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses and court costs, arising therefrom or incurred in connection therewith. The obligations in this paragraph are binding on Design Professional without regard to whether or not such Claim is alleged to have been caused in whole or in part by the act, omission, or negligence of any Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel in connection with such Claim, without relieving Design Professional of its obligations under this Section 9(B). Design Professional shall also assume the investigation, defense, and expense of all such Claims, or, in the event that an Indemnified Parties assumed the investigation or defense of any Claim, Design Professional shall indemnify such Indemnified Parties for all related costs as they are incurred. Any settlement must be made only with the prior written consent of an Indemnified Party if the settlement requires any action on the part of that Indemnified Party.

The indemnification and defense obligations in this Agreement shall not be limited by any insurance protection required of Design Professional herein or otherwise provided by Design Professional. To the extent permitted by law, Design Professional waives any limits to the amount

of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Claims, including any Claim by any employee of Design Professional, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). Township, however, does not waive any limits it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision. Nothing in this Section 9(B) shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to Township as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The indemnification and defense obligations in this Agreement shall survive the expiration and/or termination of this Agreement.

C. Insurance.

i. Required Coverages. Design Professional shall procure and maintain for the duration of the Services and Additional Services insurance Workers' Compensation and Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in the types and in the amounts of not less than as follows:

Workers Compensation and Employees Liability Insurance:

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000.00 per accident \$500,000.00 disease, policy limit \$500,000.00 disease, each employee

Commercial General Liability Insurance ("CGL"):

\$2,000,000.00	General Aggregate per Project
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Each Occurrence

CGL insurance shall cover liability arising from the Services and Additional Services, including activities performed by or on behalf of Design Professional; premises owned, leased, or used by Design Professional; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Commercial Automobile Liability Insurance ("CAL"):

Property Damage:	\$1,000,000.00 per occurrence
Bodily Injury:	\$1,000,000.00 per person \$1,000,000.00 per accident

CAL insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. If necessary, the policy shall be endorsed to cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Professional Liability Insurance:

\$2,000,000.00

Per wrongful act or failure to perform professional services

When Professional Liability Insurance policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Umbrella Excess Liability:

\$1,000,000.00

Over Primary Insurance Limit

ii. **Additional Insured.** The required insurance coverages, with the exception of Workers Compensation, shall name Township and the Township Supervisor and Board of Trustees, its respective officers, officials, employees, volunteers, agents, successors, and/or assigns (collectively, the "Additional Insured") as insured. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Design Professional. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. If the Additional Insured have not been included as an insured under the Commercial General Liability, Commercial Auto Liability, and Umbrella Excess Liability Insurance coverages required herein, Design Professional waives all rights against each Additional Insured, for recovery of damages arising out of or related to the Services or Additional Services.

iii. **Acceptability of Insurers.** Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Design Professional must supply certified copies of the requested insurance policies within ten (10) days.

iv. **Evidence of Insurance.** Prior to beginning work, Design Professional shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Design Professional's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Design Professional or any subcontractor of any tier from entering Township properties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained

after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

v. Cross-Liability Coverage. If Design Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Design Professional may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

vii. No Waiver of Subrogation Rights. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Design Professional, for any property injury, death, or other damage caused by Design Professional and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Services or Additional Services.

viii. Failure to Comply with Insurance Reporting Provisions. All insurance required of Design Professional shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

ix. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (a) allowing any work to commence by Design Professional before receipt of Certificates of Insurance; (b) failing to review any Certificates of Insurance received; (c) Failing to advise Design Professional that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (d) issuing any payment without receipt of a sworn certification from Design Professional stating that all the required insurance is in force. Design Professional agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

x. Liability of Design Professional not Limited by Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Design Professional and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Design Professional, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Design Professional to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Design Professional's insurance.

xi. Notice of Personal Injury or Property Damage. Design Professional shall notify Township, in writing, of any actual or possible claim for personal injury or property

damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xii. Subcontractors. Design Professional shall cause each subcontractor employed by Design Professional to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Design Professional shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

D. No Personal Liability. No elected or appointed official or employee of Township shall be personally liable, in law or in contract, to Design Professional as the result of the execution of this Agreement.

E. Mutual Waiver. To the fullest extent permitted by law, Design Professional and Township waive against each other and the other's officials, officers, employees, volunteers, agents, representatives, successors, and assigns any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

10. Relationship of the Parties. It is understood, acknowledged, and agreed by the Parties that the relationship of Design Professional to Township arising out of this Agreement shall be that of an independent contractor. Neither Design Professional, nor any employee or agent of Design Professional, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Design Professional has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Design Professional nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Design Professional may represent himself to others as an employee of Township. Should any person indicate to Design Professional or any employee or agent of Design Professional by written or oral communication, course of dealing or otherwise, that such person believes Design Professional to be an employee or agent of Township, Design Professional shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Design Professional shall do so in Design Professional's own business.

11. Conflict of Interest. Design Professional represents and certifies that, to the best of its knowledge: (1) no elected or appointed Township official, employee, or agent has a personal financial interest in the business of Design Professional or in this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Design Professional nor any person employed or associated with Design Professional has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Design Professional nor any person employed by or associated with Design Professional shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

12. No Collusion. Design Professional represents and certifies that Design Professional is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Design Professional is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11- 42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS

5/33E-1 *et seq.* Design Professional represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Design Professional has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Design Professional shall be liable to Township for all loss or damage that Township may suffer, and this Agreement shall, at Township's option, be null and void.

13. Compliance with Laws. Design Professional shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Design Professional shall also comply with all conditions of any federal, state, or local grant received by Township or Design Professional with respect to this Agreement or the Services. Further, Design Professional shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Design Professional shall be solely liable and shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Design Professional's or Design Professional's Agents' performance of, or failure to perform, the Services, the Additional Services, or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

14. Illinois Human Rights Act. Pursuant to Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, ("IHRA"), every party to a public contract shall have written sexual harassment policies that include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under State law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The vendor's internal complaint process, including penalties;
- (5) The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 and 6-101.5 of the IHRA.

Design Professional understands, represents, and warrants to the Township that Design Professional and its subcontractors, if any, are and shall remain for the entirety of the Project in compliance with Section 2-105 of the IHRA. A violation of Section 2-105 of the IHRA is cause for the immediate termination of this Agreement. However, any forbearance or delay by the Township in canceling this Agreement shall not be construed as, and does not constitute, the Township's consent to such violation and a waiver of any rights the Township may have, including without limitation, termination of this Agreement.

15. Illinois Prevailing Wage Act. All laborers, mechanics, and other workers employed by Design Professional and by any subcontractor(s) performing the Services, the Additional Services, or any part thereof shall be paid wages (*i.e.*, hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/01 *et seq.* ("Prevailing Wages"). Design Professional and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

Design Professional agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Design Professional shall notify immediately in writing all its subcontractors of all changes in the schedule of Prevailing Wages. Design Professional shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, mechanics, and other workers performing the Services, the Additional Services, or any part thereof under this Agreement and shall require each of its subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Design Professional due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Design Professional and not at the expense of Township. Design Professional shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, mechanics, or other workers performing the Services, the Additional Services, or any part thereof and for ensuring strict compliance with the requirements of the above mentioned Act, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

16. Illinois Freedom of Information Act. Design Professional agrees to maintain, without charge to Township, all records, and documents for projects of Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Design Professional shall produce records which are responsive to a request received by Township under the Freedom of Information Act, so that Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design Professional shall so notify Township, and, if possible, Township shall request an extension so as to comply with the Act. In the event Township is found to have not complied with the Freedom of Information Act due to Design Professional's failure to produce documents or otherwise appropriately respond to a request under the Act, Design Professional shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

17. Termination. Notwithstanding any other provision hereof, Township may terminate this Agreement at any time upon fifteen (15) days written notice to Design Professional. In the event that this Agreement is so terminated, Design Professional shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the fixed fees and/or rates set forth in the Proposal.

18. Default. If it should appear at any time that Design Professional has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate

that assures completion of the Services or the Additional Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services, the Additional Services, or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after Design Professional's receipt of written notice of such Event of Default by Township, then Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Design Professional. Township may require Design Professional, within a reasonable time, to complete or correct all or any part of the Services or the Additional Services that are the subject of the Event of Default; and to take any or all other action necessary to bring Design Professional and the Services into compliance with this Agreement.

B. Termination of Agreement by Township. Township may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

C. Withholding of Payment by Township. Township may withhold from any payment, whether or not previously approved, or may recover from Design Professional, any and all costs, including attorneys' fees and administrative expenses, incurred by Township as the result of any Event of Default by Design Professional or as a result of actions taken by Township in response to any Event of Default by Design Professional.

19. No Additional Obligation. Design Professional and Township acknowledge and agree that Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with Design Professional or with any vendor solicited or recommended by Design Professional.

20. Township Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by Design Professional to, vendors shall be subject to the approval of the Township Supervisor and Board of Trustees. For purposes of this Section 20, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to Township. Township shall not be liable to any vendor or third party for any agreements made by Design Professional without the knowledge and approval of the Township Supervisor and Board of Trustees.

21. Mutual Cooperation. Township agrees to cooperate with Design Professional in the performance of the Services, including meeting with Design Professional and providing Design Professional with such non-confidential information that Township may have that may be relevant and helpful to Design Professional's performance of the Services. Design Professional agrees to cooperate with Township in the performance and completion of the Services, the Additional Services, and with any other consultants engaged by Township.

22. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from Township by Design Professional in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of Township. At Township's request, or upon termination of this Agreement, Design Professional shall cause the Documents to be promptly delivered to Township.

23. Dispute Resolution. In the event any dispute shall arise with respect to any matter related to or arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through an informal dispute resolution process, to include, but not limited to mediation. In the event that the Parties are unable to resolve the dispute informally within thirty (30) days, both Parties agree to waive their right to a jury trial and agree that either party may elect to have the matter resolved by binding arbitration before a neutral arbitrator to-be-agreed upon by both Parties. In the event that both Parties are unable to agree upon a third-party neutral arbitrator, the matter will be submitted by the Parties to a mutually determined neutral arbitration firm. In the event the Parties are unable to mutually agree upon such a neutral arbitration firm, the matter will be submitted by the Parties to the American Arbitration Association. Each party shall be responsible for its own costs and expenses related to the arbitration, including, but not limited to, attorneys' fees, but the costs of the arbitration shall be shared equally by both Parties. The decision of the arbitrator shall be final and not appealable and subject to enforcement as a judgment under the Illinois Code of Civil Procedure. All rules of procedure, discovery, and evidence as set forth in the rules adopted by the American Arbitration Association, at the time that arbitration is required, shall be applicable to the proceedings, except to the extent those rules conflict with the requirements of applicable Illinois law. Any arbitration pursuant to this Agreement shall take place in Cook County, Illinois. This dispute resolution provision shall survive any termination of this Agreement.

24. General Terms and Conditions.

A. Entire Agreement. This Agreement constitutes the full and complete agreement between Design Professional and Client and supersedes all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended, added to, superseded, or waived only if both Parties specifically define in writing an official amendment of this Agreement.

B. Assignment. This Agreement may not be assigned by Township or Design Professional without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

C. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Design Professional:

Attention: _____

With a copy to:

Attention: _____

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James Barr, Township Administrator
With a copy to:

Airdo Werwas, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. Airdo

D. Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third-party beneficiary under this Agreement by any person or entity shall be made or be valid against Township.

E. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

F. Severability. Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Design Professional, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

J. Authority to Execute. Township hereby warrants and represents to Design Professional that the persons executing this Agreement on its behalf have been properly authorized to do so by the Township Supervisor and Board of Trustees. Design Professional hereby warrants and represents to Township that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Waiver. Neither Township nor Design Professional shall be under any obligation to exercise any of the rights granted to them in this Agreement, except as it shall determine to be in its best interest from time-to-time. The failure of Township or Design Professional to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect Township's or Design Professional's right to enforce such rights or any other rights.

L. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

M. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

N. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

O. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

P. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement.

Q. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

S. No Waiver of Immunities or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or its officials, officers, employees, volunteers and/or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

HANOVER TOWNSHIP

HANSEN PALMER ASSOCIATES, LTD.

Township Supervisor

Date: _____

ATTEST:

Township Clerk

Date: _____

ATTEST:

EXHIBIT A:
DESIGN PROFESSIONAL'S PROPOSAL

[TO BE INSERTED]



Date: 1/15/2024

REQUEST FOR SERVICES - CONSULTING- SHORT FORM AGREEMENT

COMPANY: **Berna Architects**
ADDRESS: **221 DuPage St**
CITY, ZIP: **Elgin, IL 60120**
ATTENTION: **Mr. Greg Berna**

COMPANY: **Hanover Township**
ADDRESS: **250 S. IL 59**
CITY, ZIP: **Bartlett, IL 60103**
ATTENTION: **Mr. Caleb Hanson, Director**

PROJECT: **Hanover Township Facilities Departments Remodeling**

REQUEST FOR CONSULTING SERVICES:

The following is a description of the project and/or agreed services:

See attached for details

We agree to perform the necessary work:

On a lump sum basis of \$ 9,200.00

Additional Service: hourly basis at \$140/hr.

Method of Payment: Monthly, due 30 days (minimum from date of invoice.
(Interest at 1-1/2% per month accrued after 60 days)

Please return one copy of this Request with your signature of approval affixed.

By: Hansen Palmer Assoc., Ltd.

John L. Thomson, P.E.

Name

Principal

Title

By: Hanover Township
Company

Name

Title

Date

The following is our understanding and description of engineering services we are to provide.

ELECTICAL ENGINEERING SCOPE OF SERVICES

Electrical Engineering Permit documents shall include a complete comprehensive design for the aforementioned project.

The following is our interpretation of engineering service per your request for fee proposal.

1. Site visits to take off the existing electrical.
2. Produce a complete lighting design, including emergency lighting, as well as all associated lighting controls, as required by Code and/or Owner's requirements.
3. Provide ComCheck calculations and Energy Code Compliance Certificates for the lighting. Follow-up site visits for subsequent field verifications for compliance of design shall be invoiced as additional services on an hourly basis and reimbursable expense.
4. Produce a complete power design required by code and/or Owner's requirements for all of the electrical loads, including connections to all mechanical, and plumbing equipment.
5. Produce a fire alarm system design as required by code for the building. Point-to-point fire alarms system drawings, cut sheets, battery calculations, etc., for permit submission shall be provided by the fire alarm system manufacturer.
6. Indicate locations per the Owner's requirements for the building's data outlets, IP telephone outlets, wireless access ports, etc., indicating conduit stubs only to accessible ceiling space and power requirements for the equipment as directed by others. Data system design shall be by others.
7. Produce distribution riser and panel schedules for the gear feeding the electric loads.
8. Produce on drawing specification.
9. Provide a complete electrical permit set of drawings for the scope of electrical work, signed and sealed by a Professional Engineer in the State of Illinois.
10. Respond and produce drawing modifications if required, from City permit review.

Engineering Services Not Included:

1. Primary design of electric utility services.
2. Demolition drawings.
3. Low Voltage systems design.
4. Energy code compliance follow up site visits for subsequent field verifications for energy code compliance of design.
5. Mechanical, plumbing or fire protection design.
6. Redesign of drawings based on construction cost as outlined in Article 3 additional services AIA document C141.
7. Acoustical design.
8. Structural design.
9. Kitchen or food service design.
10. In-person design meetings.
11. Redesign of drawings, based on value engineering suggestions by the contractor for construction costs saving means.
12. Construction Administration: including but not limited to attending pre-bid meeting, evaluating electrical bids, responding to requests for information, reviewing submittals of electrical equipment, modifying the documents for changes, attending construction meetings, visits to the site to review and or inspect construction progress including preparing written observation reports, visit the site at substantial completion to review the electrical installation work and prepare a Final Punch List, visit the site at final completion to field verify the completion of the Final Punch List items. and reviewing project record close-out documents.
13. As-built drawings unless specifically requested as an additional service.

FEE SCHEDULE

The following fee schedule will be invoiced at a percentage completed of the design:

Permit Documents \$9,200.00

ADDITIONAL SERVICES

Any additional services not previously itemized shall be invoiced on a time basis and will be charged at the following stated hourly rates.

HOURLY RATE

Engineer \$ 140.00

KEY EMPLOYEES FOR THIS PROJECT

John Thomson, P.E.:

Principal & Owner/Electrical Engineering

B.S. in Architectural Engineering, University of Kansas. 33 years experience in the field of Electrical Engineering, designing schools, medical office buildings, churches, office facilities, shopping centers, nursing homes, hospitals and site developments. Registered Professional Engineer in the States of Illinois, Wisconsin, Minnesota, New Jersey, Michigan, Missouri, Kansas, Florida, Virginia and Louisiana.

Comprehensive knowledge in designing lighting systems, power systems, data networking systems and other special systems and calculations for same, along with field construction supervision. Also, extensive knowledge in working with Auto-CAD and Revit.

PLOTTING AND PRINTING

We will forward, electronically, the pdf files of the drawings and specifications to you for required plotting services (paid for by others), for progress sets.

We will forward, electronically, the pdf files of the drawings and specifications to you for required plotting services (paid for by others), of the contract documents for permit.

We will forward, electronically, the pdf files of the drawings and specifications to you for required plotting services (paid for by others), of the contract documents for construction set.

REIMBURSABLE EXPENSES

Any and all additional expenses required, other than that stated elsewhere in this proposal, will be invoiced as an additional reimbursable expense at a rate of cost plus 15%, unless otherwise negotiated. Reimbursable expenses shall include shipping costs.

INVOICING

Invoices will be submitted to you on a monthly basis, unless our office receives an invoice schedule. All invoices are due within (30) days of receipt. Any additional services will be charged at the previously stated hourly rates.

One copy of this proposal signed and returned to the offices of Hansen Palmer Associates Ltd. or a letter of acceptance will constitute mutual acceptance of these terms stated above.

We thank you for the opportunity you have given us to submit this proposal and look forward to working with you.

I hope that this falls within your budgetary restraints for this project.

Should you require any further information regarding this project, please don't hesitate to call at your earliest convenience.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John L. Thomson", with a long horizontal flourish extending to the right.

John L. Thomson, P.E.
Principal