



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board

March 4th, 2025

7:00 PM

A G E N D A

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Trustees’ Committee Reports
 - E. Department Reports
- V. Bill Paying
- VI. Unfinished Business
- VII. New Business
 - A. Regular Meeting Minutes of February 20, 2025
 - B. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of a Bilingual Therapist
 - C. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Psychiatric Back-Up Services
 - D. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision for a Youth Prevention Specialist
 - E. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Senior Citizen Mental Health Services
 - F. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Home Delivered Meals Program
 - G. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Senior In-Home Care Program

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

- H. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Substance Abuse Prevention Services
 - I. Resolution Approving a Separation Agreement with the Community Health Assistant
 - J. Approval of the 2025 Annual Town Meeting Agenda
 - K. Approval of Purchase of 50 Replacement Chairs for the Senior Center Lower Level
 - L. Appointment to the Hanover Township Mental Health Board
- VIII. Executive Session
- IX. Other Business
- X. Adjournment

Hanover Township
Board Audit Report
From 2/18/25-3/3/25

	<u>Total</u>
Total Town Fund	41,859.49
Total Senior Services Fund	32,408.08
Total General Assistance Fund	10,449.72
Total Road Maintenance Fund	7,259.61
Total Committee for Senior Citizens Services	45.99
Total Mental Health Board Fund	249.59
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	
Total Capital Fund	6,386.88
 Total All Funds	 <u><u>98,659.36</u></u>

Supervisor

Town Clerk
Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
11A · Senior Center Assets					
1101520 · Prepaid Expense					
Check	02/28/2025	161093	Bestway Charter Transportation Inc	Coach Bus Trip to Four Winds Casino (56) 110-4515	1,960.00
Total 1101520 · Prepaid Expense					1,960.00
Total 11A · Senior Center Assets					1,960.00
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014410 · Equipment Purchases					
Check	02/25/2025	161063	Menards - West Chicago	Inv# 14434 Wall Anchors (Lobby TV Instalation)	50.42
Check	02/25/2025	161063	Menards - West Chicago	Inv# 14370 Electrical Boxes, Connectors, Conduit, Wall Paltes, Filter Bags	153.83
Check	02/25/2025	161063	Menards - West Chicago	Inv# 15032 Hardware, Lumber, Drill Bits (Lobby TV Instalation)	136.84
Check	02/25/2025	161072	Sherwin-Williams	Inv# 2449-0 Trim Paint (Lobby TV Instalation)	45.79
Check	02/25/2025	161072	Sherwin-Williams	Inv# 2430-0 Wall Paint (Lobby TV Instalation)	85.58
Check	02/25/2025	161072	Sherwin-Williams	Inv# 2406-0 Wall Repair Paint (Lobby TV Instalation)	111.16
Check	02/28/2025	161117	The Finer Line, Inc	Inv# 98942 Director Name Plates (7)	133.91
Total 1014410 · Equipment Purchases					717.53
1014540 · Facility Lease					
Check	02/28/2025	161120	Bartlett Volunteer Fire Association	Fire Barn Semi Annual Lease Pymt 50%	5,000.00
Total 1014540 · Facility Lease					5,000.00
Total 101CAP · Capital Expenditures					5,717.53
101CHN · Community Health					
1014452 · Office Supplies					
Check	02/28/2025	161101	Accurate Office Supply Co	Inv# 631409 Ink/Soap/Tape	75.21
Total 1014452 · Office Supplies					75.21
1014457 · Furniture and Computer Equip					
Check	02/25/2025	161060	Leaf (379-002)	Inv# 17918944 LL Copier Lease OCH	59.49
Total 1014457 · Furniture and Computer Equip					59.49
1014459 · Professional Services					
Check	02/25/2025	161068	Quest Diagnostics	Inv# 9213709255 Client Labs	381.52
Total 1014459 · Professional Services					381.52
1014465 · Medical Supplies					
Check	02/25/2025	161062	McKesson Medical Surgical	Inv# 23342863 AIC, Wipes	163.23
Check	02/26/2025	161085	McKesson Medical Surgical	Inv #233534231 Sharps, iu packs, needles	322.26
Check	02/26/2025	161085	McKesson Medical Surgical	Inv #23353420 Cholestrol tests, lancets	222.98
Total 1014465 · Medical Supplies					708.47
1014492 · Dental, Vision & Life Insurance					

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	103.10
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	11.24
Total 1014492 · Dental, Vision & Life Insurance					114.34
1014493 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	144.53
Total 1014493 · Unemployment					144.53
Total 101CHN · Community Health					1,483.56
101CVA · Community Affairs					
101CMA · Community Relations					
1014614 · Printing					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	4.97
Total 1014614 · Printing					4.97
1014625 · Communications					
Check	02/26/2025	161089	Purchase Power Easy Permit Postage	Acct# 8000-9090-0585-2392 Hanover Happenings Mailing	9,568.81
Total 1014625 · Communications					9,568.81
1014692 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	103.10
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	11.24
Total 1014692 · Dental, Vision & Life Insurance					114.34
1014693 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	107.06
Total 1014693 · Unemployment					107.06
Total 101CMA · Community Relations					9,795.18
Total 101CVA · Community Affairs					9,795.18
101ES · ES - Expenditures					
1014803 · Uniforms					
Check	02/25/2025	161069	Ray O'herron Co., Inc.	Inv# 2394987 Name Bar (1)	31.49
Total 1014803 · Uniforms					31.49
1014804 · Printing					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	152.65
Total 1014804 · Printing					152.65
1014811 · Station Utilities					
Check	02/25/2025	161048	Com Ed (8000) ES	Acct 1819128000 Emergency Services Station 1/3/25-2/4/25	19.87

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/25/2025	161054	Groot, Inc (605728)	Inv# 13901018T107 Sanitation Services Jan-Feb	803.30
Check	02/25/2025	161066	Nicor 91	Acct# 91-98-58-5112 9 Monthly Charges 1/14/25-2/14/25	1,675.28
Check	02/25/2025	161075	Village of Bartlett	Acct 64107 231004 HTES Station Water & Sewer	122.03
Total 1014811 · Station Utilities					2,620.48
1014813 · Vehicle Fuel & Maintenance					
Check	02/25/2025	161052	Emergency Vehicle Service Inc	Inv# 13524 Unit 9125 Tower Repair	2,167.40
Check	02/25/2025	161059	KO Fleet Maintenance, Inc	Inv# 39207 Preventitive Maintenance HTES Unit 9125	619.76
Total 1014813 · Vehicle Fuel & Maintenance					2,787.16
1014814 · Communications					
Check	02/25/2025	161064	Motorola Solutions Inc	Inv #8230495337 Radio Subscription Feb	856.00
Total 1014814 · Communications					856.00
1014892 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	51.55
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	8.99
Total 1014892 · Dental, Vision & Life Insurance					60.54
1014893 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	35.33
Total 1014893 · Unemployment					35.33
Total 101ES · ES - Expenditures					6,543.65
101MAIN · Facilities Maintenance					
1014202 · Office Supplies					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	0.02
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	0.06
Total 1014202 · Office Supplies					0.08
1014211 · Building Maintenance - Senior					
Check	02/25/2025	161063	Menards - West Chicago	Inv# 15143 Dowels, Transition Strip	21.41
Total 1014211 · Building Maintenance - Senior					21.41
1014212 · Building Maintenance - Astor					
Check	02/25/2025	161058	Johnson Controls Security Solutions	Inv# 41038757 March - May Astor Ave Security Monitoring	274.13
Total 1014212 · Building Maintenance - Astor					274.13
1014213 · Equipment Maintenance - Town					
Check	02/28/2025	161114	S J Carlson Fire Protection	Inv# 46591 Sprinkler Repair - EMA Station	1,731.60
Total 1014213 · Equipment Maintenance - Town					1,731.60

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
1014217 · Education & Training					
Check	02/28/2025	161100	Caleb Hanson	Naturalist Certification Course	350.00
Total 1014217 · Education & Training					350.00
1014219 · Vehicle Fuel - Town					
Check	02/28/2025	161119	Village of Hanover Park (Fuel)	Inv# 2025-00018005 Jan Fuel	747.92
Total 1014219 · Vehicle Fuel - Town					747.92
1014221 · Cell Phone/Communications					
Check	02/25/2025	161064	Motorola Solutions Inc	Inv #9098020250102 Radio Subscription Feb	120.00
Total 1014221 · Cell Phone/Communications					120.00
1014222 · Trash Removal - Town					
Check	02/25/2025	161055	Groot, Inc (68246)	Inv# 13898255T107 Trash/Recycling Collection Feb	604.61
Total 1014222 · Trash Removal - Town					604.61
1014223 · Trash Removal - Senior					
Check	02/25/2025	161056	Groot, Inc (61390)	Inv# 13898147T107 Trash Collection Senior Center Feb	753.65
Total 1014223 · Trash Removal - Senior					753.65
1014226 · Uniforms					
Check	02/28/2025	161103	Big State Industrial Supply, Inc	Inv# 1589411 Gloves	77.40
Total 1014226 · Uniforms					77.40
1014234 · Building Maintenance ES Station					
Check	02/25/2025	161058	Johnson Controls Security Solutions	Inv# 41038762 March - May EMA Station Fire Alarm Monitoring	255.00
Total 1014234 · Building Maintenance ES Station					255.00
1014235 · Equipment Maint ES Station					
Check	02/25/2025	161076	Webmarc Doors	Inv# 21185 EMA Station Door Repair	413.35
Total 1014235 · Equipment Maint ES Station					413.35
1014292 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	645.15
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	67.81
Total 1014292 · Dental, Vision & Life Insurance					712.96
1014293 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	429.31
Total 1014293 · Unemployment					429.31
Total 101MAIN · Facilities Maintenance					6,491.42

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
101THE · Town Hall Expense					
1014403 · Utilities - Town					
Check	02/25/2025	161047	Com Ed (8000) Town	Acct# 9545328000 Service 1/3/25-2/4/25 Town Hall	1,547.53
Total 1014403 · Utilities - Town					1,547.53
1014405 · Internet Access - Town					
Check	02/28/2025	161106	Comcast (773 ES)	Acct# 877110083 0226773 Internet Fee 2/18-3/17	111.40
Total 1014405 · Internet Access - Town					111.40
Total 101THE · Town Hall Expense					1,658.93
101TOE · Town Office Expense					
1014404 · Office Supplies					
Check	02/25/2025	161073	Staples	Inv# 6023992834 Toner - Admin Hanover Landing (10)	447.56
Check	02/25/2025	161073	Staples	Inv# 6023470188 Copy Paper, Toner	306.25
Check	02/28/2025	161116	Staples	Inv# 6024414724 Post it Notes	41.70
Total 1014404 · Office Supplies					795.51
1014406 · Printing					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	157.27
Check	02/28/2025	161115	Safeguard Business Systems	Inv# 9007093751 AP/PR Checks	789.23
Check	02/28/2025	161117	The Finer Line, Inc	Inv# 98942 Board Meeting Name Plate	17.90
Total 1014406 · Printing					964.40
1014414 · Memberships, Subs & Publication					
Check	02/25/2025	161071	Rotary Club of Bartlett #3109	Inv# 37 Membership Q4 2024 J Barr	195.00
Total 1014414 · Memberships, Subs & Publication					195.00
1014429 · Miscellaneous					
Check	02/28/2025	161121	Everything Promo	INv# 019859 Kite Fest Kites (500)	945.00
Total 1014429 · Miscellaneous					945.00
1014534 · Passport Services					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	57.59
Check	02/26/2025	161089	Purchase Power Easy Permit Postage	Acct# 8000-9090-0585-2392 Postage Fees	32.75
Check	02/28/2025	161116	Staples	Inv# 6024414724 Receipt Book/Paper/Staples	168.99
Total 1014534 · Passport Services					259.33
1014592 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	500.23
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	44.21
Total 1014592 · Dental, Vision & Life Insurance					544.44
1014593 · Unemployment					

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	321.18
Total 1014593 · Unemployment					321.18
Total 101TOE · Town Office Expense					4,024.86
104ASR · Assessor's Division					
1044407 · Printing					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	0.29
Total 1044407 · Printing					0.29
1044411 · Equipment					
Check	02/25/2025	161057	Image Systems & Business Solutions	Inv #400438 Contracted Printer Service	44.86
Check	02/25/2025	161057	Image Systems & Business Solutions	Inv# 410962 Contracted Printer Service	64.69
Check	02/25/2025	161057	Image Systems & Business Solutions	Inv# 415357 Contracted Printer Service	38.78
Total 1044411 · Equipment					148.33
1044493 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	74.94
Total 1044493 · Unemployment					74.94
Total 104ASR · Assessor's Division					223.56
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094611 · Education & Training					
Check	02/25/2025	161070	Robert Zak (v)	License Renewal Fee Reimbursement	120.00
Total 1094611 · Education & Training					120.00
1094618 · Psychiatric Backup					
Check	02/18/2025	160933	Alexian Bros. Behavior Health Hospital	Diagnostic Interview Exam - Jan 2025	305.00
Check	02/18/2025	160934	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - July 2024	240.00
Check	02/18/2025	160934	Alexian Bros. Behavior Health Hospital	40 Min Office Visit - July 2024	320.00
Check	02/18/2025	160935	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - April 2024	240.00
Check	02/18/2025	160935	Alexian Bros. Behavior Health Hospital	Diagnostic Interview Exam - April 2024	305.00
Check	02/18/2025	160936	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Aug 2024	240.00
Check	02/18/2025	160936	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Aug 2024	240.00
Check	02/18/2025	160937	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Oct 2024	240.00
Check	02/18/2025	160937	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Oct 2024	240.00
Check	02/18/2025	160938	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Sept 2024	240.00
Check	02/18/2025	160938	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Sept 2024	240.00
Check	02/18/2025	160939	Alexian Bros. Behavior Health Hospital	Diagnostic Interview Exam - Dec 2024	305.00
Check	02/18/2025	160939	Alexian Bros. Behavior Health Hospital	25 Min Office Visit - Dec 2024	240.00
Total 1094618 · Psychiatric Backup					3,395.00
1094623 · Travel					

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/28/2025	161090	Roxanne Diaz (v)	Mileage Reimbursement Feb 2025	17.50
	Total 1094623 · Travel				17.50
	1094624 · Client Mgmt Software				
Check	02/25/2025	161043	CIS Support, Inc.	Inv# T014904 CIS Maintenance Feb 2025	350.00
	Total 1094624 · Client Mgmt Software				350.00
	1094692 · Dental, Vision & Life Insurance				
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	402.04
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	51.89
	Total 1094692 · Dental, Vision & Life Insurance				453.93
	1094693 · Unemployment				
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	599.54
	Total 1094693 · Unemployment				599.54
	Total 109ADM · Administration & Clinical				4,935.97
	109OUT · Outreach & Prevention				
	1094658 · Youth Center Utilities				
Check	02/25/2025	161049	Com Ed (7000)	Acct 0423237000 Monthly Charges 1/10/25-2/11/25	358.58
	Total 1094658 · Youth Center Utilities				358.58
	1094792 · Dental, Vision & Life Insurance				
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	154.65
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	11.24
	Total 1094792 · Dental, Vision & Life Insurance				165.89
	1094793 · Unemployment				
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	460.36
	Total 1094793 · Unemployment				460.36
	Total 109OUT · Outreach & Prevention				984.83
	Total 109YFS · Youth & Family Services				5,920.80
	Total 1014 · Town Fund - Expenditures				41,859.49
	1104 · Aging Services - Expenditures				
	1104ADM · Administration				
	1104524 · Utilities				
Check	02/28/2025	161105	Com ed (8111)	Acct# 9275608111 Monthly Charges 1/3-2/4	4,055.92
	Total 1104524 · Utilities				4,055.92

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
1104527 · Equipment					
Check	02/25/2025	161060	Leaf (379-002)	Inv# 17918944 LL Copier Lease	59.50
Total 1104527 · Equipment					59.50
1104528 · Office Supplies					
Check	02/28/2025	161101	Accurate Office Supply Co	Inv# 631256 Copy Paper	199.08
Check	02/28/2025	161102	Braden Interact Business (DD6308730301-1)	Inv# 1005023 Copier Staples Finisher and Booklet	151.48
Total 1104528 · Office Supplies					350.56
1104533 · Printing					
Check	02/28/2025	161104	COTG	Inv# 5732649 Color Copy charges	206.03
Check	02/28/2025	161104	COTG	Inv# 5732650 Front Desk/Library Copy Charges	42.07
Check	02/28/2025	161110	Kwik Print	Inv# 77378 Business Cards	48.64
Total 1104533 · Printing					296.74
1104592 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Credit Monthly Dental/Life Insurance Premium March 2025	-5.45
Total 1104592 · Dental, Vision & Life Insurance					-5.45
1104593 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	105.99
Total 1104593 · Unemployment					105.99
Total 1104ADM · Administration					4,863.26
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	02/26/2025	161081	Get Fresh Produce, Inc	Cafe Food	1,410.96
Check	02/26/2025	161088	Gordon Food Service	Cafe Food	3,646.34
Check	02/28/2025	161107	Get Fresh Produce, Inc	Cafe Food	136.45
Total 1105551 · Congregate Food					5,193.75
1105553 · Congregate Supplies					
Check	02/26/2025	161081	Get Fresh Produce, Inc	Cafe Supplies	114.70
Check	02/26/2025	161088	Gordon Food Service	Cafe Supplies	458.89
Check	02/28/2025	161107	Get Fresh Produce, Inc	Cafe Supplies	5.80
Total 1105553 · Congregate Supplies					579.39
1105558 · Home Delivered Meals Food					
Check	02/26/2025	161081	Get Fresh Produce, Inc	HDM Food	1,410.92
Check	02/26/2025	161088	Gordon Food Service	HDM Food	3,646.33
Check	02/28/2025	161107	Get Fresh Produce, Inc	HDM Food	136.45
Total 1105558 · Home Delivered Meals Food					5,193.70

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
1105560 · Home Delivered Meals Supplies					
Check	02/26/2025	161081	Get Fresh Produce, Inc	HDM Supplies	110.30
Check	02/26/2025	161088	Gordon Food Service	HDM Supplies	458.87
Total 1105560 · Home Delivered Meals Supplies					569.17
1105792 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	6.53
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	5.62
Total 1105792 · Dental, Vision & Life Insurance					12.15
1105793 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	211.44
Total 1105793 · Unemployment					211.44
Total 1104NUT · Nutrition					11,759.60
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	02/25/2025	161061	Mark L Lyons	Inv# 1059 Senior Presentation 3/14/25	175.00
Check	02/28/2025	161092	Bestway Charter Transportation Inc	Coach Bus Trip to Vitos Vault (38)	1,147.30
Check	02/28/2025	161094	Bestway Charter Transportation Inc	Coach Bus Trip to Blackhawks Game (30)	1,147.30
Check	02/28/2025	161095	Dundee Township Park District	Wayne Messmers Traveling Piano Bar/Lunch Tickets (28)	560.00
Check	02/28/2025	161099	Giuseppa Bartolomeo	Chef Pina Class Supplies	126.51
Check	02/28/2025	161101	Accurate Office Supply Co	INV# 631256 Water	31.68
Total 1104515 · Programming					3,187.79
1104520 · Volunteer Services					
Check	02/26/2025	161079	Charles Valerio	Home Delivered Meals Mileage Reimbursement Jan	40.74
Check	02/26/2025	161084	Larry Piemonte	Home Delivered Meals Mileage Reimbursement Jan	43.54
Check	02/28/2025	161096	Edward Baus	Home Delivered Meals Mileage Reimbursement Feb	25.76
Check	02/28/2025	161097	Margaret Kinsella	Home Delivered Meals Mileage Reimbursement Nov-Feb	222.84
Check	02/28/2025	161098	Marc Goodwin	Home Delivered Meals Mileage Reimbursement Oct-Feb	167.83
Total 1104520 · Volunteer Services					500.71
1104532 · Visual Arts					
Check	02/28/2025	161108	Hobby Lobby	Arts and Craft Supplies	30.61
Total 1104532 · Visual Arts					30.61
1104892 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	349.10
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	22.48
Total 1104892 · Dental, Vision & Life Insurance					371.58
1104893 · Unemployment					

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	246.77
Total 1104893 · Unemployment					246.77
Total 1104PRO · Enrichment Programs					4,337.46
1104SOC · Social Services					
1104567 · Memory Cafe Grant					
Check	02/26/2025	161082	Jacqueline McCarty	Memory Cafe Presentation Feb	100.00
Check	02/26/2025	161083	Jim Gibbons	Memory Cafe Presenter March	275.00
Total 1104567 · Memory Cafe Grant					375.00
1104569 · Senior Home Care Program					
Check	02/26/2025	161079	Charles Valerio	Home Care Mileage Reimbursement Jan	250.95
Total 1104569 · Senior Home Care Program					250.95
1104992 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	574.90
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	40.65
Total 1104992 · Dental, Vision & Life Insurance					615.55
1104993 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	246.77
Total 1104993 · Unemployment					246.77
Total 1104SOC · Social Services					1,488.27
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	02/28/2025	161109	Kammes Auto & Truck Repair, Inc.	Inv# 147151 Bus 137 Tire Repair	342.66
Check	02/28/2025	161109	Kammes Auto & Truck Repair, Inc.	Inv# 147130 Bus 141 Rear Brakes/Oil Change	1,395.82
Check	02/28/2025	161119	Village of Hanover Park (Fuel)	Inv# 2025-00018005 Jan Fuel	3,286.88
Total 1104518 · Vehicle Maintenance					5,025.36
1104547 · Dispatch Software					
Check	02/28/2025	161118	Unified Dispatch	Inv# 3210202 Quarterly Call System Support/Maintenance	1,650.00
Total 1104547 · Dispatch Software					1,650.00
1104552 · Fuel					
Check	02/28/2025	161119	Village of Hanover Park (Fuel)	Inv# 2025-00018005 Jan Fuel	508.14
Total 1104552 · Fuel					508.14
1104692 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	455.66

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	42.90
Total 1104692 · Dental, Vision & Life Insurance					498.56
1104693 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	317.43
Total 1104693 · Unemployment					317.43
Total 1104TRN · Transportation					7,999.49
Total 1104 · Aging Services - Expenditures					30,448.08
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024205 · Travel & Training					
Check	02/28/2025	161091	Terry Boske	Mllege Reimbursement - Feb 2025	11.20
Total 2024205 · Travel & Training					11.20
2024212 · Dues & Publications					
Check	02/26/2025	161086	Township Officials of Cook Co- Cswkrs Div	TOCC - Caseworkers Assoc Membership Dues	40.00
Total 2024212 · Dues & Publications					40.00
2024592 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	302.62
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	20.42
Total 2024592 · Dental, Vision & Life Insurance					323.04
2024593 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	107.06
Total 2024593 · Unemployment					107.06
Total 2024ADM · Administration					481.30
2024HOM · Home Relief					
2024102 · Rent					
Check	02/25/2025	6687	Rushmore Servicing	Shelter Assistance	669.38
Check	02/28/2025	6689	Orchard Hill Apartments	March 2025 Rent	975.00
Check	02/28/2025	6690	Orchard Hill Apartments	March 2025 Rent	975.00
Check	02/28/2025	6691	Larry Bennett	March 2025 Rent	700.00
Check	02/28/2025	6693	Spring Lakes Estates	March 2025 Rent	780.00
Check	02/28/2025	6694	Trust Bank	March 2025 Rent	965.68
Check	02/28/2025	6696	Nature Homes of the Meadows	March 2025 Rent	343.10
Check	02/28/2025	6697	Hanover Landings	March 2025 Rent	50.00
Check	02/28/2025	6698	Hanover Landings	March 2025 Rent	50.00
Check	02/28/2025	6700	Country Homes at Cobblers	March 2025 Rent	282.13
Check	02/28/2025	6701	Rushmore Servicing	March 2025 Rent	406.06

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
	Total 2024102 · Rent				6,196.35
	2024103 · Utilities				
Check	02/25/2025	6688	City of Elgin	Utilities Assistance	105.62
	Total 2024103 · Utilities				105.62
	2024105 · Personal Essentials				
Check	02/25/2025	6685	Walmart	Feb 2025 Personal Essentials	150.00
Check	02/28/2025	6703	Walmart	March 2025 Personal Essentials (6)	900.00
	Total 2024105 · Personal Essentials				1,050.00
	2024106 · Travel Expenses				
Check	02/25/2025	6686	BP Gas Station	Transportation Assistance Feb 2025	50.00
Check	02/28/2025	6692	State Farm Salah, Neal	Transportation Assistance	51.94
Check	02/28/2025	6695	State Farm Del Vassey	Transportation Assistance	65.74
Check	02/28/2025	6699	The Hartford	Auto Insurance Assistance	111.81
Check	02/28/2025	6702	BP Gas Station	Transportation Assistance	75.00
	Total 2024106 · Travel Expenses				354.49
	2024119 · Emergency Assistance				
Check	02/25/2025	6683	eFusion Investors, LLC	Emergency Assistance	1,975.00
Check	02/25/2025	6684	Com Ed GA Home Relief	Emergency Assistance	106.43
	Total 2024119 · Emergency Assistance				2,081.43
	Total 2024HOM · Home Relief				9,787.89
	202PAN · Pantry				
	2024192 · Dental, Vision & Life Insurance				
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	136.21
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	8.99
	Total 2024192 · Dental, Vision & Life Insurance				145.20
	2024193 · Unemployment				
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	35.33
	Total 2024193 · Unemployment				35.33
	Total 202PAN · Pantry				180.53
	Total 2024 · Human Services - Expenditures				10,449.72
	3034 · Road Maintenance - Expenditures				
	3034ADM · Administration				
	3034709 · Uniforms & Safety Equipment				
Check	02/28/2025	161103	Big State Industrial Supply, Inc	Inv# 1589411 Gloves	77.40

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Total 3034709 · Uniforms & Safety Equipment					77.40
3034711 · Utilities					
Check	02/25/2025	161042	AT&T 152	Inv# 847717527301 Douglas De-Icer May - Jan	1,800.00
Check	02/25/2025	161045	Com Ed (8000)	Acct 7029328000 Road Garage 13/25-2/4/25	192.74
Check	02/25/2025	161046	Com Ed (6000)	Acct# 0741276000 Douglas Road De-Icer 19/25-2/10/25	27.35
Check	02/28/2025	161113	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges 1/14-2/13	848.98
Total 3034711 · Utilities					2,869.07
3034792 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	192.33
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	14.61
Total 3034792 · Dental, Vision & Life Insurance					206.94
3034793 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	310.47
Total 3034793 · Unemployment					310.47
Total 3034ADM · Administration					3,463.88
3034BLD · Buildings					
3034613 · Building Maintenance					
Check	02/25/2025	161076	Webmarc Doors	Inv# 21184 Overhead Door Spring Repalcement	1,498.75
Total 3034613 · Building Maintenance					1,498.75
Total 3034BLD · Buildings					1,498.75
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	02/25/2025	161050	Continental Weather Svc	Inv# 196243 Weather Forecasting - February 2025	150.00
Check	02/25/2025	161063	Menards - West Chicago	Inv# 14434 Concrete for Culvert Repair	13.82
Check	02/25/2025	161063	Menards - West Chicago	Inv# 14370 Light Replacement, Gloves	74.93
Check	02/25/2025	161064	Motorola Solutions Inc	Inv #8230495337 Radio Subscription Feb	120.00
Check	02/25/2025	161067	O'Reilly Auto Parts	Inv# 3421-427976 Tail Light	65.58
Check	02/28/2025	161111	Menards - Hanover Park	Inv# 39182 Pothole Patch	73.45
Check	02/28/2025	161112	O'Reilly Auto Parts	Inv# 3421-428643 Battery Tester	9.99
Total 3034602 · Operating Supplies & Materials					507.77
3034603 · Fuel					
Check	02/28/2025	161119	Village of Hanover Park (Fuel)	Inv# 2025-00018005 Jan Fuel	1,329.18
Total 3034603 · Fuel					1,329.18
3034610 · Street Lighting					
Check	02/25/2025	161044	Com Ed (4000)	Acct 434065400 1/7/25-2/6/25 Berner Street Lights	267.55

Hanover Township Board Audit Report

February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Total 3034610 · Street Lighting					267.55
Total 3034ROD · Road Maintenance					2,104.50
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Check	02/25/2025	161053	Grainger	Inv# 9404349822 Repacement Trailer Jack	120.62
Check	02/25/2025	161067	O'Reilly Auto Parts	Inv# 3421-428199 Heat Shrink, Connectors, Break Cleaner	71.86
Total 3034609 · Maintenance Vehicles & Equip					192.48
Total 303EQM · Equipment					192.48
Total 3034 · Road Maintenance - Expenditures					7,259.61
4045 · Comm/SR Citizens Svcs - Expense					
4045100 · Gift Shop					
Check	02/25/2025	161065	Naomi Lenoci	Refreshments For Gift Shop Volunteer Meeting	45.99
Total 4045100 · Gift Shop					45.99
Total 4045 · Comm/SR Citizens Svcs - Expense					45.99
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054541 · Printing					
Check	02/25/2025	161051	Elite Document Solutions	Inv# 1127 Copies January 2025	7.09
Total 5054541 · Printing					7.09
5054592 · Dental, Vision & Life Insurance					
Check	02/26/2025	161080	Euclid Managers	Monthly Dental/Life Insurance Premium March 2025	190.21
Check	02/26/2025	161087	Vision Service Plan	Vision Insurance Premium March 2025	14.80
Total 5054592 · Dental, Vision & Life Insurance					205.01
5054593 · Unemployment					
Check	02/25/2025	161077	Illinois Counties Risk Management Trust	Inv #S-INV001000462 4rd Quarter Unemployment Premium	37.49
Total 5054593 · Unemployment					37.49
Total 5054ADM · Administration					249.59
Total 5054 · Mental Health - Expenditures					249.59
8084 · Capital Projects - Expenditures					
8084401 · Tiknis Campus Expansion					
Check	02/25/2025	161074	Thomas Engineering Group LLC	Inv# 22193 Phase II Campus expansion project engineering	3,386.88
Check	02/25/2025	161078	Bluestem Ecological Services	Inv# 4314 Phase I Native Stewardship and Restoration	3,000.00
Total 8084401 · Tiknis Campus Expansion					6,386.88

Hanover Township
Board Audit Report
February 18 through March 3, 2025

Type	Date	Num	Name	Memo	Amount
Total 8084 · Capital Projects - Expenditures					6,386.88
TOTAL					98,659.36

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

Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Community Health Director Kristen Smith, Youth and Family Services Director Erin Brumfield Grima, Human Services Director designee Ryan Dickinson, Community Health Director Kristen Smith, Mental Health Board Manager Amanda Teachout, Administrator James Barr, Assistant to the Administrator Hailey Matich, Attorney Mike Airdo, and representatives of the R/B Youth Foundation.
- 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. Hearing none, Mr. McGuire closed the Town Hall.
- IV. Presentation:
 - A. The Board thanked the R/B Youth Foundation for their support over the 2024 holidays of the Township holiday programming.
 - B. Representatives of Balance Family Chiropractic were recognized for their support over the 2024 holidays of the Township holiday programming.
- V. Reports:
 - A. Supervisor's Report: Supervisor McGuire offered no report.
 - B. Clerk's Report: Clerk Dolan Baumer reported that once again, the Township has been asked to be a receiving site on Election Day. Acting Director Vana is working with the County staff for that day.
 - C. Assessor's Report: Assessor Moinuddin reported Ms Mary Ortiz has been promoted to Chief Deputy Assessor. Ms Faiza Rahim has been offered the position of Assessing Specialist and would be starting at the Township soon.
 - C. Trustee Liaison Committee Reports: No reports were offered at this time.
 - D. Department Reports: Reports were submitted for review by the Board; highlights since the distributed reports include Director Kutenberg who talked about the Governor's budget report and specifically the clauses regarding 5% of registered voters can petition to eliminate township government, that the county government become empowered to eliminate a unit of government, and the removal of township assessors in certain low residential townships. The Supervisor, Director Kutenberg, and Administrator Barr are working with the lobbyists from the Metropolitan Township Association and with the Township Officials of Illinois to best educate the public on these issues. They are crafting a response to the Governor on the issues and will be contacting our legislators to rebut the issues. Mr. McGuire stressed that we must take an "all hands on deck" approach to combating misinformation on the value of townships. This approach must be from management, down to directors, to committees, to our community. We need to spread the word on the disastrous effect this would have on our communities. Everyone was urged to spread the word and encourage friends, neighbors and colleagues to write letters opposing this action. TOI was not aware of the issue until the Governor's address. The Supervisor's Community Service Awards applications are out. Assistant to the Administrator Matich reported that computer recycling is ongoing and that ProxIT will resume its onsite presence again. Board Workshop (Breakfast with the Board) calendar invites have been posted.

Manager Teachout reported that the Mental Health Board would meet next week to consider grants for agencies in our area. The Human Services Council was hosted the Township Mental Health Board and the County Behavior Health discussed gathering information on mental health in our local townships. It is Heart Health Month, reported Director Smith. The health event with Senator Castro was a success. She would be meeting with the emergency services unit at Bartlett Fire Department. Director Brumfield Grima reported that MAP has started but that there are still openings to join the groups. The Snowball event will have 77 participants the year. The spring Open Gym dates have been set at U-46 schools and the Izaak Walton Youth Center. Director designee Dickinson reported that her training schedule is very full. The Emergency Response Program responded to one request last week. Planning for the 2025 job fair is ongoing. The next veterans event on March 5 will feature Trustee Essick as the guest speaker. Cook County and the Illinois Emergency Management will meet with Director Crews to discuss accreditation. He would be meeting with Kane County, South Barrington and Carpentersville emergency agencies to refresh relations. Director Hanson reported that amendments to the PII of the expansion project are being finalized for presentation to Bartlett Village. The cemetery project will be moved to PIV. We are expecting to receive the OSLAD grant in March. The senior center PA system is live. Administrator Barr reported on behalf of Deputy Vana that 126 home delivered meals were made last week. The Community Resource Center and Home Care are fully staffed. AgeOptions had upped their grant to Hanover Township. There are waitlists for some programs. The pop up Pie Day was a success and well received. Paczki Day orders are due tomorrow. There is a reception honoring Director Houdek's service to the Township and her retirement on Thursday, February 27. The Strategic Plan workshop would be held on March 1 at Downey Hall. Poplar Creek Public Library new Executive Director Jose Maldonado and Deputy Director of Support Services Ron Pauli will be onsite to tour the Township next week.

- VI. Bill Paying: Mr. Barr presented the bills for payment from February 4, 2025 through February 17, 2025 as follows:

a.	Town	\$61,246.81
b.	Senior Services	41,598.06
d.	General Assistance	3,438.31
e.	Road Maintenance	35,877.19
f.	Mental Health Board	14,333.45
g.	Vehicle	200.00
h.	Capital	<u>5,654.25</u>
	Total	<u>\$162,348.07</u>

A motion was made by Trustee Martinez and seconded by Trustee Beattie to approve payment of the bills as presented from February 4, 2025 through February 17, 2025. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

- VII. Unfinished Business: No unfinished business was discussed.

- VIII. New Business:

- A. Regular Board Meeting Minutes of February 4, 2025: Trustee Beattie moved that the Board approve the regular meeting minutes of February 4, 2025 as presented by Clerk Dolan Baumer; motion seconded by Trustee Noyola. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried.
- B. Fiscal Year 2026 Tentative Budget and Appropriations Ordinance: Trustee Martinez moved that the Board approve ordinance #022025 the Fiscal Year 2026 Tentative Budget and Appropriations Ordinance. Trustee Beattie seconded the motion. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried. The Clerk will publish the notice of the hearing for its adoption.

- C. Resolution to Dissolve the Hanover Township Committee on Youth: Trustee Beattie moved that the Board approve resolution 022025 approving of the dissolution of the Hanover Township Committee on Youth. The Supervisor and Board of Trustees have determined that it is in the best interest of the Township to dissolve the Committee on Youth and to cease its activities, as it has successfully completed its directive and produced valuable recommendations over the last many years. Trustee Noyola seconded the motion. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried.
- D. Approval of the Purchase of a Replacement Road Division Truck: Discussion was held regarding the purchase of a replacement Township Road Division truck. A memo outlining the considered choices was presented by staff. Trustee Martinez moved that the Board approve the purchase of a 2025 International single axel dump truck chassis from the State of Illinois joint purchasing contract from Rush Truck Center for \$97,998, with a \$82,848 buildout from Monroe Truck, and a pre-wet system from Kankakee Truck for \$5,273.09 for a total replacement cost of \$186,119.09. Trustee Beattie seconded the motion. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried.
- F. Approval of the Purchase of a Replacement Aging Services Bus: Discussion was held regarding the purchase of a replacement Township Aging Services bus as a replacement of bus #137 (2014). A memo outlining the considered choices was presented by staff. Trustee Beattie moved that the Board approve the purchase of a 2025 Ford E-450 passenger bus for \$117,413.00, which includes the bus and additional wheelchair securement system. Trustee Noyola seconded the motion. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. Motion carried.
- IX. Executive Session: No motion was made to go into executive session.
- X. Other Business: No other business was discussed.
- XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 8:02 p.m. was made by Trustee Beattie and seconded by Trustee Noyola followed by a roll call vote. Roll call: Ayes: Trustees Beattie, Noyola, and Martinez, and Supervisor McGuire. Nays: None. 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, Youth and Family Services, Community Affairs, Community Health, Facilities and Road Maintenance

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Youth and Family Services in an amount not to exceed \$32,500 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Youth and Family Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Youth and Family Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Youth and Family Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Youth and Family Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Youth and Family Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Youth and Family Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Youth and Family Services shall within 10 days report to the Mental Health Board its loss or receipt of

notice of loss of HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Youth and Family Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Youth and Family Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational

materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by the Mental Health Board. Hanover Township Youth and Family Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

- B. At a minimum, Hanover Township Youth and Family Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Youth and Family Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:
1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
 2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
 3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

- C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Youth and Family Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;

B. Any payment received by Hanover Township Youth and Family Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Youth and Family Services or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Youth
and Family Services:

Erin Brumfield Grima
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Youth and Family Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Youth and Family Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Youth and Family Services hereby agrees to comply with HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Youth and Family Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health

Act) and Hanover Township Youth and Family Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Youth and Family Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Youth and Family Services may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 - 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 - 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Youth and Family Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Youth and Family Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Youth and Family Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
 - 1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.

2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Youth and Family Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Youth and Family Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

17. Hanover Township Youth and Family Services agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township Youth and

Family Services. Hanover Township Youth and Family Services further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

- A. Hanover Township Youth and Family Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township Youth and Family Services, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township Youth and Family Services, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.
- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township Youth and Family Services is responsible pursuant to subparagraph A of this Section, Hanover Township Youth and Family Services will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township Youth and Family Services under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township Youth and Family Services.

19. Hanover Township Youth and Family Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Youth and Family Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.

- (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Youth and Family Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Youth and Family Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Youth and Family Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Youth and Family Services's knowledge, threatened, against or affecting Hanover Township Youth and Family Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Youth and Family Services's knowledge and belief, Hanover Township Youth and Family Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Youth and Family Services and constitutes a legal, valid and binding obligation of Hanover Township Youth and Family Services, enforceable in accordance with its terms.

- (10) Hanover Township Youth and Family Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Youth and Family Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Youth and Family Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Youth and Family Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Youth and Family Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township Youth and Family Services in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be

applicable to Hanover Township Youth and Family Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Youth and Family Services;

- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Youth and Family Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES to Hanover Township Youth and Family Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

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

21. Default and Remedies.

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

- A. Hanover Township Youth and Family Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Youth and Family Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Youth and Family Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Youth and Family Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a

period of 60 days; or an order for relief shall be entered against Hanover Township Youth and Family Services under the federal bankruptcy laws as now or hereby after in effect;

- E. Hanover Township Youth and Family Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Youth and Family Services fails to provide the Required Services hereunder;
- G. Hanover Township Youth and Family Services defaults on a loan from a third party. Hanover Township Youth and Family Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY

SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Youth and Family Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Youth and Family Services from the Mental Health Board.

- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Youth and Family Services. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township Youth and Family Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Youth and Family Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Youth and Family Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Youth and Family Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Youth and Family Services acknowledges that this funding was made by the Mental Health Board based

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

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

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

24. Insurance.

- A. Hanover Township Youth and Family Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Youth and Family Services has received funding from the Mental Health Board, at Hanover Township Youth and Family Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Youth and Family Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Youth and Family Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township Youth and Family Services's General Liability coverage and HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Hanover Township Mental Health Board:

Hanover Township Youth and Family
Services: _____

By: _____
Chairperson

By: _____
Supervisor

Attest:

Attest:

By: _____
Secretary

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Youth and Family Services
Program: Bilingual Therapist
FY 26 Funding Total: \$32,500**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$8,125
07/01/2025 – 09/30/2025	\$8,125
10/01/2025 – 12/31/2025	\$8,125
01/01/2025 – 03/31/2026	\$8,125

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Youth and Family Services to provide a Bilingual Therapist position upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Youth and Family Services in an amount not to exceed \$52,500 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Youth and Family Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Youth and Family Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Youth and Family Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Youth and Family Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Youth and Family Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Youth and Family Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Youth and Family Services shall within 10 days report to the Mental Health Board its loss or receipt of

notice of loss of HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Youth and Family Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Youth and Family Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational

materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by the Mental Health Board. Hanover Township Youth and Family Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

- B. At a minimum, Hanover Township Youth and Family Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Youth and Family Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:
1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
 2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
 3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

- C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Youth and Family Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;

B. Any payment received by Hanover Township Youth and Family Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Youth and Family Services or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Youth
and Family Services:

Erin Brumfield Grima
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Youth and Family Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Youth and Family Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Youth and Family Services hereby agrees to comply with HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Youth and Family Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health

Act) and Hanover Township Youth and Family Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Youth and Family Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Youth and Family Services may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 - 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 - 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Youth and Family Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Youth and Family Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Youth and Family Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
 - 1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.

2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Youth and Family Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Youth and Family Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

17. Hanover Township Youth and Family Services agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township Youth and

Family Services. Hanover Township Youth and Family Services further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

- A. Hanover Township Youth and Family Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township Youth and Family Services, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township Youth and Family Services, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.
- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township Youth and Family Services is responsible pursuant to subparagraph A of this Section, Hanover Township Youth and Family Services will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township Youth and Family Services under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township Youth and Family Services.

19. Hanover Township Youth and Family Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Youth and Family Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.

- (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Youth and Family Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Youth and Family Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Youth and Family Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Youth and Family Services's knowledge, threatened, against or affecting Hanover Township Youth and Family Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Youth and Family Services's knowledge and belief, Hanover Township Youth and Family Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Youth and Family Services and constitutes a legal, valid and binding obligation of Hanover Township Youth and Family Services, enforceable in accordance with its terms.

- (10) Hanover Township Youth and Family Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Youth and Family Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Youth and Family Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Youth and Family Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Youth and Family Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township Youth and Family Services in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be

applicable to Hanover Township Youth and Family Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Youth and Family Services;

- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Youth and Family Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES to Hanover Township Youth and Family Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

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

21. Default and Remedies.

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

- A. Hanover Township Youth and Family Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Youth and Family Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Youth and Family Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Youth and Family Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a

period of 60 days; or an order for relief shall be entered against Hanover Township Youth and Family Services under the federal bankruptcy laws as now or hereby after in effect;

- E. Hanover Township Youth and Family Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Youth and Family Services fails to provide the Required Services hereunder;
- G. Hanover Township Youth and Family Services defaults on a loan from a third party. Hanover Township Youth and Family Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY

SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Youth and Family Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Youth and Family Services from the Mental Health Board.

- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Youth and Family Services. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township Youth and Family Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Youth and Family Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Youth and Family Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Youth and Family Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Youth and Family Services acknowledges that this funding was made by the Mental Health Board based

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

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

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

24. Insurance.

- A. Hanover Township Youth and Family Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Youth and Family Services has received funding from the Mental Health Board, at Hanover Township Youth and Family Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Youth and Family Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Youth and Family Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township Youth and Family Services's General Liability coverage and HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Hanover Township Mental Health Board:

Hanover Township Youth and Family
Services: _____

By: _____
Chairperson

By: _____
Supervisor

Attest:

Attest:

By: _____
Secretary

Clerk

Exhibit A

SCHEDULE A

Psychiatric Service

Cost

Unit of Service

\$100.00

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

Attachment A-1

Purchase of Service Report

Agency:	Hanover Township Youth and Family Services		
Address:	250	S.	Route 59 Bartlett, IL 60103
Program:	505-4136 Psychiatric Services		
Period:	Oct 2024	Status:	Approved
Client:	284		
New Client?:	No		
City of Residence:	Streamwood		
Street Name:	xxxx		
Ethnicity:	Hispanic		
Gender:	Female		
Age:	13-17 years		
Service Unit:	Follow Up w Family		
Service Unit Rate:	\$100.00		
Number of Service Units:	1.00	Amount:	\$100.00

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

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Youth and Family Services in an amount not to exceed \$28,000 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Youth and Family Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Youth and Family Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Youth and Family Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Youth and Family Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Youth and Family Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Youth and Family Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Youth and Family Services shall within 10 days report to the Mental Health Board its loss or receipt of

notice of loss of HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Youth and Family Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Youth and Family Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational

materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by the Mental Health Board. Hanover Township Youth and Family Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

- B. At a minimum, Hanover Township Youth and Family Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Youth and Family Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:
 - 1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
 - 2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
 - 3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

- C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Youth and Family Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;

B. Any payment received by Hanover Township Youth and Family Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Youth and Family Services or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Youth
and Family Services:

Erin Brumfield Grima
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Youth and Family Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Youth and Family Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Youth and Family Services hereby agrees to comply with HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Youth and Family Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health

Act) and Hanover Township Youth and Family Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Youth and Family Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Youth and Family Services may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 - 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 - 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Youth and Family Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Youth and Family Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Youth and Family Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
 - 1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.

2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Youth and Family Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Youth and Family Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

17. Hanover Township Youth and Family Services agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township Youth and

Family Services. Hanover Township Youth and Family Services further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

- A. Hanover Township Youth and Family Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township Youth and Family Services, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township Youth and Family Services, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.
- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township Youth and Family Services is responsible pursuant to subparagraph A of this Section, Hanover Township Youth and Family Services will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township Youth and Family Services under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township Youth and Family Services.

19. Hanover Township Youth and Family Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Youth and Family Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.

- (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Youth and Family Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Youth and Family Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Youth and Family Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Youth and Family Services's knowledge, threatened, against or affecting Hanover Township Youth and Family Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Youth and Family Services's knowledge and belief, Hanover Township Youth and Family Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Youth and Family Services and constitutes a legal, valid and binding obligation of Hanover Township Youth and Family Services, enforceable in accordance with its terms.

- (10) Hanover Township Youth and Family Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Youth and Family Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Youth and Family Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Youth and Family Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Youth and Family Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township Youth and Family Services in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be

applicable to Hanover Township Youth and Family Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Youth and Family Services;

- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Youth and Family Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES to Hanover Township Youth and Family Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

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

21. Default and Remedies.

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

- A. Hanover Township Youth and Family Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Youth and Family Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Youth and Family Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Youth and Family Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a

period of 60 days; or an order for relief shall be entered against Hanover Township Youth and Family Services under the federal bankruptcy laws as now or hereby after in effect;

- E. Hanover Township Youth and Family Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Youth and Family Services fails to provide the Required Services hereunder;
- G. Hanover Township Youth and Family Services defaults on a loan from a third party. Hanover Township Youth and Family Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY

SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Youth and Family Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Youth and Family Services from the Mental Health Board.

- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Youth and Family Services. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township Youth and Family Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Youth and Family Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Youth and Family Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Youth and Family Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Youth and Family Services acknowledges that this funding was made by the Mental Health Board based

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

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

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

24. Insurance.

- A. Hanover Township Youth and Family Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Youth and Family Services has received funding from the Mental Health Board, at Hanover Township Youth and Family Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Youth and Family Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Youth and Family Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township Youth and Family Services's General Liability coverage and HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Hanover Township Mental Health Board:

Hanover Township Youth and Family
Services: _____

By: _____
Chairperson

By: _____
Supervisor

Attest:

Attest:

By: _____
Secretary

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Youth and Family Services
Program: Prevention Specialist
FY 26 Funding Total: \$28,000**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$7,000
07/01/2025 – 09/30/2025	\$7,000
10/01/2025 – 12/31/2025	\$7,000
01/01/2025 – 03/31/2026	\$7,000

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Youth and Family Services to provide a Prevention Specialist position upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Aging Services in an amount not to exceed \$58,000 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Aging Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Aging Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Aging Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Aging Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Aging Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Aging Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Aging Services shall within 10 days report to the Mental Health Board its loss or receipt of notice of loss of HANOVER TOWNSHIP AGING SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Aging Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Aging Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by

the Mental Health Board. Hanover Township Aging Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

B. At a minimum, Hanover Township Aging Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Aging Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:

1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Aging Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;
- B. Any payment received by Hanover Township Aging Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Aging Services or any of its

agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Aging
Services:

Aging Services Director
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Aging Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Aging Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Aging Services hereby agrees to comply with HANOVER TOWNSHIP AGING SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Aging Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health Act) and Hanover Township Aging Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Aging Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Aging Services may:
1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Aging Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Aging Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Aging Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
 3. May obtain personal or financial interest or benefit from any such activity, service and/or program;

4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Aging Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Aging Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

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

18. Indemnification.

A. Hanover Township Aging Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees,

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

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

19. Hanover Township Aging Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Aging Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.
 - (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Aging Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Aging Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Aging Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Aging Services's knowledge, threatened, against or affecting Hanover Township Aging Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Aging Services's knowledge and belief, Hanover Township Aging Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

(9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Aging Services and constitutes a legal, valid and binding obligation of Hanover Township Aging Services, enforceable in accordance with its terms.

(10) Hanover Township Aging Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Aging Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Aging Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Aging Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Aging Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

(1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);

(2) That all warranties and representations made by Hanover Township Aging Services in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to Hanover Township Aging Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Aging Services;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Aging Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and

- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP AGING SERVICES to Hanover Township Aging Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
 - (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Mental Health Board will notify Hanover Township Aging Services as soon as possible. If the Mental Health Board and Hanover Township Aging Services are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a funding modification so stating. If the parties are unable to agree to such reduced funding and revised scope of services, then the Mental Health Board shall terminate the funding in accordance with the provisions of Section 22 below.

21. Default and Remedies.

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

- A. Hanover Township Aging Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Aging Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Aging Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Aging Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Hanover Township Aging Services under the federal bankruptcy laws as now or hereby after in effect;
- E. Hanover Township Aging Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Aging Services fails to provide the Required Services hereunder;
- G. Hanover Township Aging Services defaults on a loan from a third party. Hanover Township Aging Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP AGING SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Aging Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Aging Services from the Mental Health Board.
- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized

services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Aging Services. Any refunds due the Mental Health Board shall be as provided herein.

- (3) For Cause. If the Mental Health Board determines that Hanover Township Aging Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Aging Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Aging Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Aging Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Aging Services acknowledges that this funding was made by the Mental Health Board based on its determination that the Required Services to be funded under this Agreement are in furtherance of the Mental Health Board's statutory requirements and its program objectives. Hanover Township Aging Services further acknowledges that the Mental Health Board may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of HANOVER TOWNSHIP AGING SERVICES statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Hanover Township Aging Services as provided herein. Hanover Township Aging Services shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Mental Health Board shall allow full credit to Hanover Township Aging Services for properly incurred expenditures made in connection with the Required Services prior to Hanover Township Aging Services's receipt of HANOVER TOWNSHIP AGING SERVICES notice of termination for convenience. Refunds shall be submitted as provided herein.

- B. Suspension. If Hanover Township Aging Services fails to comply with the specific conditions and/or general terms and conditions of this Agreement the Mental

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

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

24. Insurance.

- A. Hanover Township Aging Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Aging Services has received funding from the Mental Health Board, at Hanover Township Aging Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Aging Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Aging Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as

additional insureds under Hanover Township Aging Services's General Liability coverage and HANOVER TOWNSHIP AGING SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

- D. HANOVER TOWNSHIP AGING SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity

as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

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

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

Hanover Township Mental Health Board:

By: _____
Chairperson

Attest:

By: _____
Secretary

Hanover Township Aging Services:

By: _____
Supervisor

Attest:

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Aging Services
Program: Senior Mental Health Services
FY 26 Funding Total: \$58,000**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$14,500
07/01/2025 – 09/30/2025	\$14,500
10/01/2025 – 12/31/2025	\$14,500
01/01/2026 – 03/31/2026	\$14,500

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Aging Services to provide Senior Mental Health Services upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Aging Services in an amount not to exceed \$27,500 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

- (i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Aging Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

- (ii) Strict compliance with the terms and conditions herein by Hanover Township Aging Services.

- (iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Aging Services.

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

- A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Aging Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

- B. Hanover Township Aging Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

- C. Hanover Township Aging Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Aging Services shall within 10 days report to the Mental Health Board its loss or receipt of notice of loss of HANOVER TOWNSHIP AGING SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Aging Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Aging Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by

the Mental Health Board. Hanover Township Aging Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

B. At a minimum, Hanover Township Aging Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Aging Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:

1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Aging Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;
- B. Any payment received by Hanover Township Aging Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Aging Services or any of its

agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Aging
Services:

Aging Services Director
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Aging Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Aging Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Aging Services hereby agrees to comply with HANOVER TOWNSHIP AGING SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Aging Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health Act) and Hanover Township Aging Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Aging Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Aging Services may:
1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Aging Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Aging Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Aging Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
 3. May obtain personal or financial interest or benefit from any such activity, service and/or program;

4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Aging Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Aging Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

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

18. Indemnification.

A. Hanover Township Aging Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees,

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

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

19. Hanover Township Aging Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Aging Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.
 - (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Aging Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Aging Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Aging Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Aging Services's knowledge, threatened, against or affecting Hanover Township Aging Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Aging Services's knowledge and belief, Hanover Township Aging Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

(9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Aging Services and constitutes a legal, valid and binding obligation of Hanover Township Aging Services, enforceable in accordance with its terms.

(10) Hanover Township Aging Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Aging Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Aging Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Aging Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Aging Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

(1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);

(2) That all warranties and representations made by Hanover Township Aging Services in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to Hanover Township Aging Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Aging Services;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Aging Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and

- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP AGING SERVICES to Hanover Township Aging Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
 - (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Mental Health Board will notify Hanover Township Aging Services as soon as possible. If the Mental Health Board and Hanover Township Aging Services are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a funding modification so stating. If the parties are unable to agree to such reduced funding and revised scope of services, then the Mental Health Board shall terminate the funding in accordance with the provisions of Section 22 below.

21. Default and Remedies.

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

- A. Hanover Township Aging Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Aging Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Aging Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Aging Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Hanover Township Aging Services under the federal bankruptcy laws as now or hereby after in effect;
- E. Hanover Township Aging Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Aging Services fails to provide the Required Services hereunder;
- G. Hanover Township Aging Services defaults on a loan from a third party. Hanover Township Aging Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP AGING SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Aging Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Aging Services from the Mental Health Board.
- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized

services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Aging Services. Any refunds due the Mental Health Board shall be as provided herein.

- (3) For Cause. If the Mental Health Board determines that Hanover Township Aging Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Aging Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Aging Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Aging Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Aging Services acknowledges that this funding was made by the Mental Health Board based on its determination that the Required Services to be funded under this Agreement are in furtherance of the Mental Health Board's statutory requirements and its program objectives. Hanover Township Aging Services further acknowledges that the Mental Health Board may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of HANOVER TOWNSHIP AGING SERVICES statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Hanover Township Aging Services as provided herein. Hanover Township Aging Services shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Mental Health Board shall allow full credit to Hanover Township Aging Services for properly incurred expenditures made in connection with the Required Services prior to Hanover Township Aging Services's receipt of HANOVER TOWNSHIP AGING SERVICES notice of termination for convenience. Refunds shall be submitted as provided herein.

- B. Suspension. If Hanover Township Aging Services fails to comply with the specific conditions and/or general terms and conditions of this Agreement the Mental

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

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

24. Insurance.

- A. Hanover Township Aging Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Aging Services has received funding from the Mental Health Board, at Hanover Township Aging Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Aging Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Aging Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as

additional insureds under Hanover Township Aging Services's General Liability coverage and HANOVER TOWNSHIP AGING SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

- D. HANOVER TOWNSHIP AGING SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity

as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

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

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

Hanover Township Mental Health Board:

By: _____
Chairperson

Attest:

By: _____
Secretary

Hanover Township Aging Services:

By: _____
Supervisor

Attest:

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Aging Services
Program: Senior Home Delivered Meals
FY 26 Funding Total: \$27,500**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$6,875
07/01/2025 – 09/30/2025	\$6,875
10/01/2025 – 12/31/2025	\$6,875
01/01/2026 – 03/31/2026	\$6,875

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Aging Services to provide Home Delivered Meals upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

**A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP
AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO
THE SENIOR IN-HOME CARE PROGRAM**

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Aging Services in an amount not to exceed \$42,000 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Aging Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Aging Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Aging Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Aging Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Aging Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Aging Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Aging Services shall within 10 days report to the Mental Health Board its loss or receipt of notice of loss of HANOVER TOWNSHIP AGING SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Aging Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Aging Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by

the Mental Health Board. Hanover Township Aging Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

B. At a minimum, Hanover Township Aging Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Aging Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:

1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Aging Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;
- B. Any payment received by Hanover Township Aging Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Aging Services or any of its

agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Aging
Services:

Aging Services Director
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Aging Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Aging Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Aging Services hereby agrees to comply with HANOVER TOWNSHIP AGING SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Aging Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health Act) and Hanover Township Aging Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Aging Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Aging Services may:
1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Aging Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Aging Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Aging Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.
 2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
 3. May obtain personal or financial interest or benefit from any such activity, service and/or program;

4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Aging Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Aging Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

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

18. Indemnification.

A. Hanover Township Aging Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees,

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

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

19. Hanover Township Aging Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Aging Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.
 - (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Aging Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Aging Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Aging Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Aging Services's knowledge, threatened, against or affecting Hanover Township Aging Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Aging Services's knowledge and belief, Hanover Township Aging Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

(9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Aging Services and constitutes a legal, valid and binding obligation of Hanover Township Aging Services, enforceable in accordance with its terms.

(10) Hanover Township Aging Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Aging Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Aging Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Aging Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Aging Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

(1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);

(2) That all warranties and representations made by Hanover Township Aging Services in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to Hanover Township Aging Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Aging Services;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Aging Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and

- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP AGING SERVICES to Hanover Township Aging Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
 - (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Mental Health Board will notify Hanover Township Aging Services as soon as possible. If the Mental Health Board and Hanover Township Aging Services are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a funding modification so stating. If the parties are unable to agree to such reduced funding and revised scope of services, then the Mental Health Board shall terminate the funding in accordance with the provisions of Section 22 below.

21. Default and Remedies.

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

- A. Hanover Township Aging Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Aging Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Aging Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Aging Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Hanover Township Aging Services under the federal bankruptcy laws as now or hereby after in effect;
- E. Hanover Township Aging Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Aging Services fails to provide the Required Services hereunder;
- G. Hanover Township Aging Services defaults on a loan from a third party. Hanover Township Aging Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP AGING SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Aging Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Aging Services from the Mental Health Board.
- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Aging Services shall be HANOVER TOWNSHIP AGING SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized

services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Aging Services. Any refunds due the Mental Health Board shall be as provided herein.

- (3) For Cause. If the Mental Health Board determines that Hanover Township Aging Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Aging Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Aging Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Aging Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Aging Services acknowledges that this funding was made by the Mental Health Board based on its determination that the Required Services to be funded under this Agreement are in furtherance of the Mental Health Board's statutory requirements and its program objectives. Hanover Township Aging Services further acknowledges that the Mental Health Board may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of funds under this Agreement is no longer in furtherance of HANOVER TOWNSHIP AGING SERVICES statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Hanover Township Aging Services as provided herein. Hanover Township Aging Services shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Mental Health Board shall allow full credit to Hanover Township Aging Services for properly incurred expenditures made in connection with the Required Services prior to Hanover Township Aging Services's receipt of HANOVER TOWNSHIP AGING SERVICES notice of termination for convenience. Refunds shall be submitted as provided herein.

- B. Suspension. If Hanover Township Aging Services fails to comply with the specific conditions and/or general terms and conditions of this Agreement the Mental

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

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

24. Insurance.

- A. Hanover Township Aging Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Aging Services has received funding from the Mental Health Board, at Hanover Township Aging Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Aging Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Aging Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as

additional insureds under Hanover Township Aging Services's General Liability coverage and HANOVER TOWNSHIP AGING SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

- D. HANOVER TOWNSHIP AGING SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity

as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

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

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

Hanover Township Mental Health Board:

By: _____
Chairperson

Attest:

By: _____
Secretary

Hanover Township Aging Services:

By: _____
Supervisor

Attest:

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Aging Services
Program: Senior In Home Care
FY 26 Funding Total: \$42,000**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$10,500
07/01/2025 – 09/30/2025	\$10,500
10/01/2025 – 12/31/2025	\$10,500
01/01/2025 – 03/31/2026	\$10,500

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Aging Services to provide Senior In Home Care Services upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2024, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2025 through March 31, 2026

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

RECITALS

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

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

1. The Recitals and Exhibit thereto are hereby incorporated by reference into the body of this Agreement and made a part hereof as though fully set forth herein.

2. The Mental Health Board has approved of the allocation of funds to Hanover Township Youth and Family Services in an amount not to exceed \$52,500 for the Required Services to be allocated as set forth on Exhibit B, attached hereto and incorporated herein, subject to the terms, conditions, limitations and contingencies set forth herein.

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

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

(i) The Mental Health Board's electronic receipt of the monthly service reports from Hanover Township Youth and Family Services. The reimbursement rates shall be as set forth in Exhibit C, attached hereto and incorporated herein.

(ii) Strict compliance with the terms and conditions herein by Hanover Township Youth and Family Services.

(iii) The Township Board levying and appropriating sufficient funds on behalf of the Mental Health Board to provide the funds provided for herein and the Township Board's approval of any and all payments to Hanover Township Youth and Family Services.

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

A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of Hanover Township Youth and Family Services's program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, age, sex, sexual orientation, religion, disability, unfavorable discharge from the military and/or any other unlawful basis.

B. Hanover Township Youth and Family Services is and shall remain in strict compliance with the federal, state, and local requirements for physical facilities and services for the disabled, including but not limited to the Americans with Disabilities Act, as amended, and the Rehabilitation Act.

C. Hanover Township Youth and Family Services currently has and shall maintain exempt status under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code; and Hanover Township Youth and Family Services shall within 10 days report to the Mental Health Board its loss or receipt of

notice of loss of HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES exempt status.

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

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

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

8. Recognition

A. Hanover Township Youth and Family Services acknowledges that the funding provided under this Agreement is made possible through financial support from the Mental Health Board. In recognition of this support, Hanover Township Youth and Family Services shall include an acknowledgment of the Mental Health Board's financial contribution in any and all written, printed, electronic, or digital materials used for marketing, promotion, or public communication regarding the Required Services and/or Services otherwise funded in whole or in part by the Mental Health Board, including, without limitation, brochures, flyers, press releases, websites, newsletters, and any other promotional or informational

materials, but excluding social media posts, which are addressed specifically in Section 8(B) below. The acknowledgment shall be prominently displayed and shall include the Mental Health Board's name and, where feasible, its official logo, in a manner consistent with the Board's branding guidelines, as provided by the Mental Health Board. Hanover Township Youth and Family Services shall submit copies of such materials to the Mental Health Board upon request and shall obtain prior approval from the Mental Health Board for any use of the Mental Health Board's name and logo.

- B. At a minimum, Hanover Township Youth and Family Services shall recognize the Mental Health Board in at least two (2) social media posts during the Agreement Term. Hanover Township Youth and Family Services shall provide documentation of compliance with this provision, including, without limitation, screenshots, links, or other evidence of recognition, upon request by the Mental Health Board. These posts shall:
1. Include a direct mention of the Hanover Township account (e.g., @hanover_township) on the respective platform(s);
 2. Clearly acknowledge the financial or programmatic support provided by the Mental Health Board; and
 3. Be submitted for review and approval by the Mental Health Board prior to posting, unless this requirement is explicitly waived in writing by the Mental Health Board.

Alternatively, the Mental Health Board may approve other means of recognition to fulfill this requirement, which approval shall be provided in writing and shall not be unreasonably withheld.

- C. Failure to comply with this provision may result in termination or suspension of this Agreement pursuant to Section 22(a)(3) and 22(b) below, , denial of future funding allocations, and/or other corrective action, as determined by the Mental Health Board in its sole discretion. The remedies as set forth in this Section shall not preclude or limit the Mental Health Board from pursuing other remedies available under this Agreement.

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

- A. Payments received by Hanover Township Youth and Family Services from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township;

B. Any payment received by Hanover Township Youth and Family Services as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township Youth and Family Services or any of its agents, officers, directors, employees, volunteers or subcontractors to the Mental Health Board; and/or

C. Failure to provide the Required Services hereunder.

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

If to the Mental Health Board:

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

If to Hanover Township Youth
and Family Services:

Erin Brumfield Grima
250 South Route 59
Bartlett, Illinois, 60103

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

12. Compliance with Laws, Rules and Regulations.

A. Hanover Township Youth and Family Services shall at all times observe and comply with all laws, ordinances, rules or regulations of the federal, state, and local governments, as amended from time to time, which may in any matter affect the performance of this Agreement, the Required Services and/or any other services, activities and/or operations of Hanover Township Youth and Family Services. Provided, however, that the Mental Health Board may, from time to time, impose stricter regulations or requirements than required by federal, state, and/or local laws, rules and regulations, and that Hanover Township Youth and Family Services hereby agrees to comply with HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES Mental Health Board regulations or requirements.

B. Hanover Township Youth and Family Services understands and agrees that the Required Services are designed to address the needs of residents of Hanover Township suffering from mental illness and/or substance use disorders (as those terms are defined in the Community Mental Health

Act) and Hanover Township Youth and Family Services's performance and progress will be measured to that end.

13. Conflict of Interest.

- A. Hanover Township Youth and Family Services understands and agrees that no director, officer, agent, volunteer, employee of Hanover Township Youth and Family Services may:
 - 1. Have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in any property and/or other assets.
 - 2. Represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or for any contract or work pertaining to the Agreement and/or Required Services.
 - 3. Take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.
- B. Any contract made and procured in violation of this Section is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this Section is to avoid even the appearance of a conflict of interest.
- C. Hanover Township Youth and Family Services agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.
- D. In the event of failure or refusal of Hanover Township Youth and Family Services to comply, the Mental Health Board may terminate or suspend in whole or in part any contractual agreements with Hanover Township Youth and Family Services and may take any of the actions set forth herein.
- E. For the purpose of this Section these conflicts of interest provisions apply to those persons who:
 - 1. Exercise or have exercised any functions or responsibilities with respect to activities, services and/or programs funded hereunder.

2. Are in a position to participate in a decision making process or gain inside information with regard to such activities, services and/or programs.
3. May obtain personal or financial interest or benefit from any such activity, service and/or program;
4. Have any interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purpose of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570 611 (c).

14. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Hanover Township Youth and Family Services shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Mental Health Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as Hanover Township Youth and Family Services is an independent contractor.

15. Records Maintenance

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

16. Return of Funds.

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

17. Hanover Township Youth and Family Services agrees that all cost overruns to provide the Required Services are the responsibility of Hanover Township Youth and

Family Services. Hanover Township Youth and Family Services further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses.

18. Indemnification.

- A. Hanover Township Youth and Family Services shall indemnify the Mental Health Board, Hanover Township, and their respective officials, officers, agents, employees, volunteers and servants (collectively, the "Indemnified Parties") against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgments interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of Hanover Township Youth and Family Services, its officers, directors, agents, employees, volunteers, and/or servants, any recipient or potential recipient of any moneys or benefits from Hanover Township Youth and Family Services, any participant in a program, activity and/or service operated pursuant to this Agreement, any contractor hired pursuant to a program operated under this Agreement, or any officers, agents, directors, employees, or servants of any of them, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Indemnified Parties, or any of them.
- B. In the event a claim or suit is brought against the Indemnified Parties, or any of them, for which Hanover Township Youth and Family Services is responsible pursuant to subparagraph A of this Section, Hanover Township Youth and Family Services will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Indemnified Parties.
- C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for Hanover Township Youth and Family Services under any law or by the amount of or limitations on insurance coverage, if any, held by Hanover Township Youth and Family Services.

19. Hanover Township Youth and Family Services's General Covenants.

- A. In connection with the execution of delivery of this Agreement, Hanover Township Youth and Family Services covenants, represents and warrants to the Mental Health Board and to Hanover Township:
 - (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the services, operations and programs contemplated by this Agreement; including but not limited to the Required Services.

- (2) That its employees, agents, volunteers, officers and directors are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of Hanover Township Youth and Family Services's services and obligations under this Agreement;
- (6) That no member of any governing body or any official, officer, agent or employee of the Mental Health Board, is employed either part time or full time by Hanover Township Youth and Family Services or has a financial or economic interest in this Agreement, or is an individual receiving any compensation from Hanover Township Youth and Family Services;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Hanover Township Youth and Family Services's knowledge, threatened, against or affecting Hanover Township Youth and Family Services, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of Hanover Township Youth and Family Services's knowledge and belief, Hanover Township Youth and Family Services, its principals, directors, officers, key project personnel, and/or individuals who may have access to any funds provided hereunder:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or state department or agency and/or with Mental Health Board;
 - (b) Have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property and/or any other crime involving moral turpitude.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

- (9) That this Agreement has been duly executed and delivered on behalf of Hanover Township Youth and Family Services and constitutes a legal, valid and binding obligation of Hanover Township Youth and Family Services, enforceable in accordance with its terms.

- (10) Hanover Township Youth and Family Services certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Hanover Township Youth and Family Services's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Hanover Township Youth and Family Services shall promptly notify the Mental Health Board of any such investigation. Hanover Township Youth and Family Services acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Mental Health Board is authorized to declare Hanover Township Youth and Family Services in default of this Agreement and suspend or terminate the Agreement pursuant to Section 22 below.

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

- (1) That it will use funds only for the purposes set forth on Exhibit A (i.e., the Required Services);
- (2) That all warranties and representations made by Hanover Township Youth and Family Services in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be

applicable to Hanover Township Youth and Family Services, the Required Services and/or the operations, activities, programs and/or services of Hanover Township Youth and Family Services;

- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by Hanover Township Youth and Family Services, voluntary or involuntary, the Mental Health Board may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Mental Health Board of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform and or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

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

- A. Appropriation. As set forth above, payments under this Agreement are expressly contingent upon the existence of a valid appropriation therefore and that no officer shall contract for any indebtedness on behalf of the Mental Health Board or assume to bind the Mental Health Board in an amount in excess of the money appropriated.
- B. Non-appropriation/Insufficient Appropriation. Notwithstanding any provision herein to the contrary, payments by the Mental Health Board pursuant to this Agreement are subject to the availability of sufficient funds levied, budgeted and appropriated by the Township Board and authorized expenditures under federal, state and local law. The Mental Health Board's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Township Board fails to make an appropriation sufficient to pay such obligation. The Mental Health Board, in its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 22 below. Any funding is void by operation of law if the Mental Health Board fails to obtain the requisite appropriation to pay any funding provided for herein.
- C. Reduce Funding Sources/Revenues. The Mental Health Board reserves the right to reduce the amount to be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES to Hanover Township Youth and Family Services under this Agreement if the Mental Health Board determines that it is in the best interest of the Mental Health Board to reduce its obligations under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

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

21. Default and Remedies.

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

- A. Hanover Township Youth and Family Services shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by Hanover Township Youth and Family Services in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
- C. Hanover Township Youth and Family Services shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against Hanover Township Youth and Family Services seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a

period of 60 days; or an order for relief shall be entered against Hanover Township Youth and Family Services under the federal bankruptcy laws as now or hereby after in effect;

- E. Hanover Township Youth and Family Services permanently ceases the conduct of services and/or operations at the location specified in its application to the Mental Health Board for any reason, including, but not limited to, fire or other casualty;
- F. Hanover Township Youth and Family Services fails to provide the Required Services hereunder;
- G. Hanover Township Youth and Family Services defaults on a loan from a third party. Hanover Township Youth and Family Services shall provide the Mental Health Board with immediate notice upon making a determination that it will default on a loan.

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

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

22. Termination; Suspension

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation. In the event of insufficient appropriation as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY

SERVICES for non-cancelable, allowable expenditures incurred in the performance of Required Services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination possible after it becomes aware of such insufficient appropriation in an amount not to exceed HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES appropriation. Any refunds due the Mental Health Board shall be submitted as provided herein. In the event of any non-appropriation of funds by the Township Board, Hanover Township Youth and Family Services shall not be entitled to any funds hereunder, and shall refund to the Mental Health Board any funds received hereunder by Hanover Township Youth and Family Services from the Mental Health Board.

- (2) Reduce Funding Sources/Revenues. In the event that parties are unable to agree on a reduced amount of compensation and scope of services necessitated do to reduction in revenues or other funding sources for this Agreement as described in Section 20 above, Hanover Township Youth and Family Services shall be HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES for non-cancelable, allowable expenditure incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Hanover Township Youth and Family Services. Any refunds due the Mental Health Board shall be as provided herein.
- (3) For Cause. If the Mental Health Board determines that Hanover Township Youth and Family Services has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or funding award executed by the Mental Health Board and Hanover Township Youth and Family Services, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the funds, the Mental Health Board may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Mental Health Board shall notify Hanover Township Youth and Family Services in writing of the reasons for the termination and the effective date of the termination. Payments made to Hanover Township Youth and Family Services or recovery by the Mental Health Board shall be with Section 21 above.

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

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

- (4) For Convenience. Hanover Township Youth and Family Services acknowledges that this funding was made by the Mental Health Board based

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

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

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

24. Insurance.

- A. Hanover Township Youth and Family Services agrees to provide and keep force at all times during this Agreement and while performing Required Services and/or any other services for which Hanover Township Youth and Family Services has received funding from the Mental Health Board, at Hanover Township Youth and Family Services's sole cost, the following types and minimum amounts of coverage's: comprehensive general liability insurance contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amounts required by law; employers liability insurance with limits of not less than five hundred thousand dollars (\$500,000), and professional liability coverage with a limit of not less than \$1,000,000 each wrongful act arising out of performance or failure to perform professional services. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Mental Health Board in its sole discretion.
- B. All insurance coverage provided by Hanover Township Youth and Family Services shall be primary coverage as to the Mental Health Board and Hanover Township. Any insurance of self-insurance maintained by the Mental Health Board and/or Hanover Township shall be excess of Hanover Township Youth and Family Services's insurance and shall not contribute with it.
- C. The Mental Health Board, Hanover Township, and their respective officers, officials, agents, employees, and volunteers are to be covered and named as additional insureds under Hanover Township Youth and Family Services's General Liability coverage and HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. HANOVER TOWNSHIP YOUTH AND FAMILY SERVICES insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Mental Health Board. Such cancellation shall be grounds for the Mental Health Board to immediately cancel this Agreement.

25. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Hanover Township Mental Health Board:

Hanover Township Youth and Family
Services: _____

By: _____
Chairperson

By: _____
Supervisor

Attest:

Attest:

By: _____
Secretary

Clerk

Exhibit A

Reimbursement Rates

Reimbursement Rates

**Hanover Township Youth and Family Services
Program: Substance Abuse Prevention
FY 26 Funding Total: \$52,500**

Quarterly Fund Disbursements	Amount
04/01/2025 – 06/30/2025	\$13,125
07/01/2025 – 09/30/2025	\$13,125
10/01/2025 – 12/31/2025	\$13,125
01/01/2026 – 03/31/2026	\$13,125

Exhibit B

Required Services

- A. Quarterly allocations shall be made to Hanover Township Youth and Family Services to provide Substance Abuse Prevention upon electronic receipt of the monthly service reports for previous quarter. Monthly reports are due the 10th of each month.
- B. Services Provider shall report electronically to the Hanover Township Mental Health Board individually on all funded programs provided to Hanover Township Residents as indicated and outlined in Exhibit A.

RESOLUTION _____

**A RESOLUTION
TO APPROVE A SEPARATION AGREEMENT
WITH THE COMMUNITY HEALTH ASSISTANT**

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

SECTION ONE: APPROVAL. The Separation Agreement and General Release between Hanover Township and Community Health Assistant Sarah Tyrrell (the "Separation Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final review and approval by the Township Attorney.

SECTION TWO: AUTHORIZATION. The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Separation Agreement on behalf of Hanover Township, upon final approval 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 Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 4, 2025

APPROVED: March 4, 2025

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on March 4, 2025, and approved on March 4, 2025, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the “Agreement”) is entered into by and between **Hanover Township** (referred to throughout this Agreement as “Township”) and **Sarah Tyrrell** (“Employee”). The term “Party” or “Parties” as used herein shall refer to Township, Employee, or both, as may be appropriate.

WHEREAS, Township has eliminated Employee’s position, Community Health Assistant, and Employee’s last day of employment with Township was February 26, 2025 (Separation Date”).

NOW, THEREFORE, in recognition of the Employee’s many years of dedicated service to the Township and its residents, the Employee and the Township hereby agree to the following:

1. Recitals Incorporated.

The recitals set forth above are hereby incorporated by reference as if the same were fully set forth herein.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) The Parties acknowledge and agree that Employee shall be paid her regular compensation and benefits through the Separation Date, less all legally required withholdings for taxes and other authorized deductions, for all services rendered to Township through the Separation Date. The Parties further acknowledge and agree that Employee shall be paid on the first regular payday following the Separation Date the amount of three thousand, four hundred ninety seven dollars and 26/100 CENTS (\$3,497.26), less all legally required withholdings for taxes and other authorized deductions, which represents the sum of: (i) 92 hours of accrued, but unused, vacation time, 20 hours of unused sick time, and 8 hours of a floating holiday as of the Separation Date.

(b) **Severance:** On the Effective Date, in exchange for execution of this Agreement and in release of all claims described in Paragraph 5 of this Agreement, Township shall be obligated: (a) to pay Employee an amount equal to five (5) weeks’ of Employee’s base salary in effect as of the Separation Date, in the amount of four thousand, twelve dollars and 00/100 CENTS (\$4,012.00), less applicable taxes and withholdings (the “Separation Benefits”). The Parties acknowledge and agree that the Separation Benefits do not constitute, nor is it intended to be, any form of compensation to Employee for services to Township, and that the Separation Benefits constitute payment(s) to which Employee is not otherwise entitled. The Parties further acknowledge that payment of the Separation Benefits by Township is subject to compliance with the terms of this Agreement, and that the Separation Benefits may be withheld, without prior notice, for failure to abide by the terms of this Agreement.

(c) Employee agrees that Employee is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraphs 2(a) and 2(b). Employee understands and agrees Township is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Township and/or Township’s

Board of Trustees, the Township Supervisor, the Township Administrator, representatives, successors and assigns, and their current and former employees, attorneys, officers, directors, members, vendors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority’s determination that Township or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee’s Counsel pursuant to Paragraphs 2(a) and 2(b) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Township or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(d) Employee affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Employee’s claims, demands, and causes of action against Releasees, Employee will be responsible for paying any costs and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold Releasees and their attorneys harmless for any costs or fees they incur in association with the hold or lien.

3. No Consideration Absent Execution of this Agreement.

Employee understands and agrees that Employee will not receive the monies and/or benefits specified in Paragraph 2(b) above, except for Employee’s timely execution of this Agreement and the fulfillment of the promises contained herein.

4. Disbursal of Separation Funds.

The Separation Payment described in Paragraph 2(b) will be paid no later than the next regular Township payroll following thirty days after the Effective Date.

5. General Release, Claims Not Released and Related Provisions.

General Release of All Claims. Employee and Employee’s heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which the Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (“ERISA”);
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Fair Labor Standards Act;
- The Genetic Information Nondiscrimination Act of 2008;

- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- The Illinois Human Rights Act;
- 820 ILCS 305/4(h) of the Illinois Workers’ Compensation Act;
- Illinois common law regarding retaliation or discrimination for filing a workers’ compensation claim;
- Illinois Wage Payment and Collection Act;
- Illinois Equal Pay Act;
- Illinois School Visitation Rights Act;
- Illinois AIDS Confidentiality Act;
- Illinois Right to Privacy in the Workplace Act;
- Illinois Genetic Information Privacy Act;
- Illinois One Day Rest in Seven Act;
- Illinois Eight Hour Work Day Act;
- Illinois Health and Safety Act;
- Illinois Whistleblower Act;
- Illinois Victims’ Economic Safety and Security Act;
- Illinois Worker Adjustment and Retraining Notification Act;
- Illinois Personnel Records Review Act;
- Illinois Criminal Identification Act;
- Illinois Voter Leave Act;
- Illinois Family Military Leave Act;
- Illinois Joint Agency Rules of Sex Discrimination;
- Illinois Joint Agency Rules on National Origin Discrimination;
- Illinois Human Rights Commission Rules on Handicap Discrimination;
- Illinois Human Rights Commission Rules on Unfavorable Military Discharge Discrimination;
- Smoke Free Illinois Act;
- Illinois Employee Blood and Organ Donation Leave Act;
- Illinois Civil Patrol Leave Law
- Illinois Jury Duty Leave Law
- Illinois Official Meetings Leave Law
- Illinois Witness Duty Leave Law
- Illinois Nursing Mothers in the Workplace Act
- Illinois Common Law Claims for Unlawful Retaliatory Discharge in Violation of Public Policy;
- Illinois Employee Sick Leave Act;
- Illinois Family Bereavement Leave Act;
- Illinois Biometric Information Privacy Act;
- Illinois Workplace Transparency Act;
- Illinois Volunteer Emergency Worker Job Protection Act;
- Illinois Gender Violence Act;
- Illinois Paid Leave for All Workers Act;
- Illinois Child Extended Bereavement Leave Act;
- Illinois Transportation Benefits Program Act;
- Cook County Human Rights Ordinance;
- Cook County Paid Leave Ordinance;
- Chicago Human Rights Ordinance, as amended;
- Chicago Paid Leave and Paid Sick Leave Ordinance;
- Chicago Anti-Retaliation Ordinance;
- Chicago Fair Workweek Ordinance;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(a) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued benefits under Township’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(b) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee’s rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local

officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

(c) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Township or any other Releasee identified in this Agreement is a party.

6. Confidentiality.

Employee, and Employee's Counsel, agrees to keep the terms and existence of this Agreement strictly confidential. Except as required by law, Employee shall keep confidential and make no disclosure or reference to the existence of this Agreement, the contents of it, nor any of the facts and circumstances surrounding the execution of this Agreement, to any person or entity, directly or indirectly, either orally or in writing, through any medium or form of communication, including, but not limited to internet or social media websites such as Facebook, X (formerly Twitter), LinkedIn, Yelp, or Glassdoor, or on blogs, by text or e-mail, or other electronic means. This confidentiality provision shall not prohibit Employee from disclosure to her spouse, personal representatives, accountants, financial/tax advisors, or attorneys; provided, however, that unauthorized disclosure by any third party authorized above shall be deemed a breach of this Agreement by Employee. No other disclosure as to the existence or terms of this Agreement may be made without the prior written consent of the Township. Employee acknowledges that the Township may have disclosure requirements under the Illinois Freedom of Information Act and agrees that she will not make a request for this Agreement under the Illinois Freedom of Information Act, nor will she encourage any other person to do so. This confidentiality provision is mutually beneficial and was bargained for by the Parties. The obligations in this Paragraph 6 shall survive the termination or breach of this Agreement.

7. Letter of Recommendation and References.

Township agrees to provide Employee with a letter of recommendation for purposes of obtaining employment that is the same or substantially similar to the letter provided hereafter in Exhibit A. Township further agrees to provide a neutral employment reference for Employee to any inquiring parties stating the dates of employment and position held by Employee while employed at Township.

8. Acknowledgements and Affirmations.

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Township. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Upon receipt of the payments described in Section 2(a), above, Employee also affirms that Employee has been paid and/or has received all compensation, wages, bonuses,

commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Township and will continue to maintain the confidentiality of such information consistent with Township's policies and Employee's agreement(s) with Township and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Township for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Township any allegations of wrongdoing by Township or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting any such allegations internally to Township.

(f) Employee further affirms, upon Township's request, to reasonably cooperate in any Township investigations and/or litigation regarding events that occurred during Employee's tenure at Township. This obligation includes, but is not limited to, promptly meeting with counsel for Township or any of the other Releasee at reasonable times upon their request, and providing testimony in court, before an arbitrator or other convening authority, or upon deposition that is truthful, accurate, and complete according to information known to Employee. Township will reimburse Employee, within thirty days after Employee's submission of substantiating documentation, for reasonable out-of-pocket travel, lodging, and other incidental expenses (but not attorney's fees) Employee incurs in extending such cooperation, provided the expenses have been approved in advance by an authorized representative of Township and Employee submits such documentation within thirty days after the expense is incurred.

(g) Employee shall not apply in the future for employment with Employer because of, among other things, irreconcilable differences with Employer.

(h) Employee affirms that all of Township's decisions regarding Employee's pay and benefits through Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(i) Employee and Township acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(j) Township and Employee agree that the stated reason for Employee's termination will be that Township eliminated Employee's position.

9. Return of Property.

Except as provided otherwise in this Agreement or by law, Employee affirms that Employee has returned all of Township's property, documents, and/or any confidential information in Employee's possession or control. Employee also affirms that Employee is in possession of all of Employee's property that Employee had at Township's premises and that Township is not in possession of any of Employee's property.

10. Mutual Non-Defamation.

Employee agrees not to defame the Township or any of the other Releasees, or the family members or businesses of the any of the foregoing individuals, in either their individual or official capacities, in any manner whatsoever, including, but not limited to, communications on social media websites such as Facebook, X (formerly Twitter), LinkedIn, Yelp, or Glassdoor, or on blogs, by text or e-mail, or other electronic means. This provision does not prohibit Employee from making truthful statements about the terms or conditions of Employee's employment, or from exercising Employee's rights under the Illinois Public Labor Relations Act, government whistleblower programs, or where otherwise required by law. The Township agrees not defame Employee in any manner whatsoever. For purposes of this Paragraph 10, the "Township" shall mean only the current members of the Township's Board of Trustees and Administrator. The obligations in this Paragraph 10 shall survive the termination or breach of this Agreement.

11. Governing Law, Jurisdiction, and Venue.

This Agreement shall be governed and conformed in accordance with the laws of Illinois without regard to its conflict of laws provision. For purposes of litigating any dispute arising out of or relating to this Agreement or the employment relationship between the Parties, the Parties hereby submit to and consent to the exclusive jurisdiction of the State of Illinois and agree that such litigation shall be conducted only in the courts of Cook County, Illinois, or the federal courts for the United States for the Northern District of Illinois, and no other courts.

12. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind. This Agreement is designed to buy peace for all Parties hereto.

13. Amendment.

This Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

14. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration,

intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Township and Employee, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

15. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

16. Waiver and Enforceability.

A waiver by any Party of a breach of any provision hereof does not constitute a waiver of any succeeding breach of the same or any other provision, nor constitute a waiver of the responsibility or obligation itself.

17. Severability.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not be a part of this Agreement. The Parties expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce the Agreement as modified.

18. Headings.

The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

19. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

20. Knowing And Voluntary Waiver And Revocation Of Rights.

Employee hereby acknowledges and understands that:

(a) Employee has read and understands this Agreement and the releases it contains and understands that rights and claims under the Age Discrimination in Employment Act of 1967, as amended, are among the rights and claims against the Employer that Employee is releasing, and that Employee is not releasing any rights or claims arising after the signing of this Agreement and Release.

(b) Employee has had or may have at least twenty-one (21) calendar days during which to consider the terms of this Agreement prior to signing it; although, she may sign the Agreement at any time prior to the expiration of twenty-one (21) days. Any modifications (material or otherwise) made to this Agreement do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

(c) Employee has been advised to consult with an attorney regarding the subject matter of this Agreement, has had adequate time to read and consider this Agreement and consult with and be advised by legal counsel of her own choosing before executing it, understands fully the significance of Agreement, and enters into the Agreement voluntarily.

(d) Employee may revoke this Agreement within seven (7) days after signing it, and, if she desires to revoke this Agreement, a written revocation must be delivered and received in accordance with Paragraph 21 below. Employee acknowledges that if she revokes this Agreement, all its provisions shall be of no force and effect, and Employer shall have no obligation to satisfy the terms or make the payments and other agreements set forth herein.

(e) Employee has received adequate consideration for the releases and waivers contained in this Agreement in the form of money and other benefits. Employee further acknowledges and agrees that no representation, promise, or inducement has been made by Employer other than as appears in this Agreement, and that she has not relied on any such unwritten representation, promise, or inducement in making her decision to enter into this Agreement.

21. Revocation.

Should Employee wish to revoke the Agreement, she has seven (7) days following execution of the Agreement to do so, and this Agreement will not be effective or enforceable until this revocation period has expired. This Agreement may be revoked by delivering a written notice of revocation stating, "I hereby revoke my acceptance of our Agreement and General Release," by hand, mail, or facsimile, for receipt no later than 5:00 p.m. (CST) on the seventh (7th) day after Employee signs it to:

Michael A. Airdo
Airdo Werwas, LLC
111 East Wacker Drive, Suite 500
Chicago, Illinois 60601
312/506-4450
312/506-4460 (fax)

22. Effective Date.

This Agreement shall become effective on the day both Employee and Township sign the Agreement (herein, the "Effective Date").

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

SARAH TYRRELL

HANOVER TOWNSHIP

By: _____

By: _____

BRIAN P. MCGUIRE, Supervisor

Date _____

Date: _____

Attest: _____

KATY DOLAN BAUMER, Clerk

Date:

Exhibit A

To Whom It May Concern:

I'm writing this letter of recommendation on behalf of Sarah Tyrrell, who most recently served as Community Health Assistant for Hanover Township from November 2019 to February 2025.

During Ms. Tyrrell's time with Hanover Township, she contributed to various important projects, including the planning and coordination of two large-scale community health events. Her responsibilities included coordinating logistics, securing sponsors and vendors, maintaining ongoing correspondence, and assisting with smooth operations throughout both events.

Additionally, Ms. Tyrrell coordinated and organized health screenings throughout the year and ensured necessary materials and staff were in place to provide services effectively. Most notably, she collaborated with the American Red Cross, National Kidney Foundation, and Ascension Health to provide preventive wellness screenings for residents in the community.

Furthermore, Ms. Tyrrell worked closely with the Community Health and Community Affairs Offices to design health education flyers and raise awareness on important health issues, create health content for social media, and manage the department's website page. In addition to these tasks, Ms. Tyrrell provided administrative support for the Community Health Office including patient file management, scheduling appointments, monitoring and ordering office supplies, and compiling data for department reports.

If you have any questions, please do not hesitate to contact me at 630-483-5650.

Sincerely,

Kristen Smith
Community Health Director
Hanover Township



240 S. Illinois Route 59, Bartlett, Illinois 60103

Approved: _____

Posted: _____

****DRAFT****

Annual Meeting of the Township of Hanover
Hanover Township Senior Center, 240 South Route 59, Bartlett, Illinois, 60103
Tuesday, April 15, 2025 – 7:00 p.m.
A G E N D A

- I. Call to Order
- II. Pledge of Allegiance
- III. Welcome and Introduction of Officials
- IV. Election and Oath for Moderator
- V. Approval: Annual Town Meeting Agenda
- VI. Public Comment
- VII. Acceptance of Minutes: 2024 Annual Town Meeting
- VIII. Presentation: Annual Financial Statements by the Supervisor
- IX. Certification of Accounts by Trustees
- X. Presentation: Department Reports
- XI. Consideration of Disposition of Township Surplus Property
- XII. Resolution: Delegate Authority to the Township Board to Purchase, Sell and Lease Property
- XIII. Motion: Set Hour of Special Town Meetings for 7:00 p.m.
- XIV. Motion: Set Hour of Next Annual Town Meeting for 7:00 p.m.
- XV. Motion: Pay Moderator
- XVI. Adjournment



Memorandum

Date: February 27, 2025

To: Hanover Township Board
James C. Barr, Township Administrator

From: Kristin Vana, Interim Director of Aging Services
Lisa Perrone, Program Manager

Re: Lower-Level Multipurpose Room Chair Replacement (50)

The Department of Aging Services has researched and gathered quotes to move forward with the purchase of fifty (50) chairs to replace the existing chairs in the lower-level Multipurpose Room of the Senior Center. The current chair seat cushions have experienced significant wear and tear due to the legs of the chairs causing damage when stacking for storage, in addition to their normal use for programming and events.

Staff consulted with the Facilities and Road Maintenance staff to discuss options to consider when considering a replacement chair. It was determined a heavy, durable seat material is crucial to avoid the deterioration of the seat too quickly. The legs of the chair should be sled shaped to avoid damage to the chair seats when stacking and storing. Lastly, patrons of the Senior Center must have arms on chairs to assist getting in and out of the chair more easily, in addition to a higher back for better support.

Staff received a total of 6 sample chairs to test out and identify the chair that best fit the needs of the patrons at the Senior Center. Input was received from various staff members, volunteers, and Facilities and Road Maintenance staff. It was determined that the Sit on It Lumin chair with a grade 5 seat material best met the needs of the department. Quotes for the Sit on It Lumin chairs were obtained from three different vendors: Office Revolution, Rieke Interiors, and ReWork. All three vendors quoted the Sit on It Lumin chair, with arms and sled legs and a grade 5 seat material.

Office Revolution

Quoted Price: \$15,865.00

Rieke Interiors

Quoted Price: \$17,490.00

ReWork Office Furniture

Quoted Price: \$16,440.00

Staff recommend that the Township move forward with Office Revolution for the purchase of fifty (50) chairs for the Lower-Level Multipurpose Room in the amount of \$15,865.00. This total cost also includes prevailing wage delivery.

Thank you for your consideration.

Form Name: Join a Board or Committee

Date & Time: 02/21/2025 8:06 AM

Survey Details



Page 1

Choose a Board or Committee
(☐) Mental Health Board
First Name
Mike
Last Name
Kondrath
Email
mikekondrath6@gmail.com
Phone
(708) 927-8728

Address

328 Ford Lane

City

Bartlett

State

Illinois

Zip Code

60103