



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board

February 17th, 2026

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. Presentation – Horizon Elementary School Kindness Club
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
 - A. Regular Meeting Minutes of January 6, 2026
- VIII. New Business
 - A. Regular Meeting Minutes of February 3, 2026
 - B. Executive Session Minutes of February 3, 2026
 - C. Fiscal Year 2027 Tentative Budget and Appropriations Ordinance
 - D. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of a Bilingual Therapist
 - E. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Psychiatric Back-Up Services
 - F. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision for a Youth Prevention Specialist
 - G. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Senior Citizen Mental Health Services
 - H. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Home Delivered Meals Program

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

- I. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Senior In-Home Care Program
- J. Resolution to Approve a Contract for Services with the Hanover Township Mental Health Board Relative to the Provision of Substance Abuse Prevention Services
- IX. Executive Session
- X. Other Business
- XI. Adjournment

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Passports</i>	584	740	3,965	3,657
Photo Fees	\$6,210	\$7,500	\$44,130	\$40,450
Fee deposits	\$20,440	\$26,375	\$142,215	\$131,402
<i>Fishing/Hunting licenses</i>	0	0	59	31
<i>Handicap Placards</i>	34	22	274	206
<i>Vehicle Sticker Renewals</i>	42	40	585	479
<i>Human Resources Requests</i>	147	138	1,381	1,291
<i>New Employee Orientations</i>	2	3	36	34
<i>Technology work orders</i>	61	60	644	587
<i>Resident Contacts</i>	2,112	2,470	19,376	18,605
<i>Percent of Budget Expended (100% of year)</i>	4.9%	2.2%	64.2%	61.7%
<i>Hanover Landing Client Contacts (Duplicated)</i>	69	78	792	945

Department Highlights

- Human Resources Manager Callahan completed 2 new hire orientations: Salvador Camacho and Joseph Tatone (Facilities and Road Maintenance).
- Human Resources Manager Callahan participated in first round interviews for the Line Cook positions with department staff.
- Administrative Manager Matich and Administrative Specialist Jager worked with Proxit to complete annual electronic recycling on January 12.
- The Annual Employee Appreciation Luncheon was held on January 13 at Moretti's Restaurant in Bartlett. Director of Aging Services, Allison Stamp, was awarded the Rookie of the Year Award. Office of Community Health Receptionist, Ellie Ryczewicz, was awarded the Trish Simon Core Values Award. Youth and Family Services Receptionist, Roxanne Diaz, was awarded the Excellence in Service Award.
- Human Resources Manager Callahan and Director Crews coordinated and provided Active Threat and Emergency Preparedness training for all Township staff and volunteers at each Township building.
- Deputy Township Administrator Vana and Director Kuttentberg presented at Elgin Community College's Spring Opening Day event on January 8 to provide an overview of all Hanover Township services and programs available to the community.
- Deputy Township Administrator Vana and Administrative Services Manager Matich conducted first round interviews for the Resident Services Specialist position.
- Township Administrator Barr, Deputy Township Administrator Vana, and Administrative Services Manager Matich attended the Illinois Association of Township Administrator's meeting at Maine Township on January 14.
- On January 27, Administrative Services Manager Matich attended the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant Onboarding Training.
- On January 29, Administrative Services Manager Matich participated in the Kite Fest Kick Off meeting with Director Kuttentberg, Chief Deputy Assessor Rahim, and Communications Coordinator Smith.

Hanover Township Mission Statement:

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

DEPARTMENT OF AGING SERVICES



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Programming Division</i>				
Planned programs	281	236	2,602	2,359
Participants	1,998	1,614	21,209	17,700
Participants (unduplicated)	672	480	1,578	1,753
Wait listed (duplicated)	53	20	469	534
New volunteers	8	3	35	24
Total volunteers (unduplicated)	164	152	222	214
Volunteer hours reported	2,115	2,110	19,748	19,349
<i>Nutrition Division</i>				
Meals served	1,614	1,706	19,757	19,997
Meals delivered by volunteers	3,132	3,115	31,500	31,619
Clients served (unduplicated)	627	616	1,534	1,526
<i>Social Services Division</i>				
Clients served (unduplicated)	144	179	1,260	1,228
Clients served (duplicated)	180	231	2,744	2,801
Energy Assistance	37	62	405	451
Prescription drugs & health insurance assistance	54	58	1,048	1,010
Social Service programs	11	11	139	99
Social Service program participants	145	110	1,896	1,278
Lending Closet transactions	118	132	1,326	1,267
Home Services direct care hours	123.5	71	1,440.5	667
Caregiver Resource Center (duplicated)	80	N/A	1,151	n/a
<i>Transportation Division</i>				
One way rides given	1,360	1,111	14,832	11,284
Clients served (unduplicated)	185	161	452	442
New riders	16	20	452	442
Unmet requests for rides	1	12	3	286

Department Highlights

- Visual Arts Instructor Kay and Programming Specialist Cambra hosted 10 participants for an "In the Kitchen" series Paint N Sip.
- Program Manager Perrone organized a day trip for 25 patrons including brunch and a trip downtown to Chicago to see The Phantom of the Opera.
- Programming Specialist Cambra worked with our long-time volunteer Bev DeJovine, who is a seasoned fisherwoman, to host a fly-fishing presentation and a screening of *A River Runs Through It*.
- Popular presentations in January included a Dolly Parton portrayal by Historical Presenter Michelle Gibbons and Laverne's Variety Show with 29 and 22 patrons attending, respectively.
- The first Rib Day of 2026 saw over 120 patrons dine in during a snow event to enjoy this popular lunch.
- Through subzero temperatures throughout January all Home Delivered Meal volunteers showed up for scheduled shifts and picked up openings as needed.
- AARP Tax Appointment sign up began on January 26 and all appointments were booked within two days.

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

OFFICE OF THE ASSESSOR



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Administration</i>				
Office visits	255	361	4,159	3,075
Building permits processed	0	75	5,302	3,803
Change of Name	0	5	14	43
Property tax appeals	30	112	2,233	776
Certificates of Error	37	30	697	702
Property location updates	0	0	28	1
Sales Recording	0	0	164	0
New owner mailing	0	0	160	419
Notary Services	56	0*	341	0*
<i>Exemptions</i>				
Homeowner exemptions	0	0	102	85
Senior homeowner exemptions	0	0	75	66
Senior Freeze exemptions	0	0	581	257
Disabled Veteran exemptions	0	0	87	45
Disabled person exemptions	0	0	30	7
Miscellaneous exemptions	0	0	4	2

*Notary Services not previously recorded.

Department Highlights

- Chief Deputy Assessor Rahim and Assessing Specialist Fragoso attended the Cook County Township Assessors' Association Holiday luncheon on January 9.
- Chief Deputy Assessor Rahim and Assessing Specialist Fragoso attended Hanover Township's Active Threat Training.
- Chief Deputy Assessor Rahim took her Oath of Office on January 20.
- Chief Deputy Assessor Rahim and Assessing Specialist Fragoso completed a site visit to Hanover Landing.

Office of the Assessor Mission Statement:

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

OFFICE OF COMMUNITY AFFAIRS



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Website Visits (total)</i>	12,249	9,607	94,907	72,596
<i>Website Visits (unique)</i>	11,284	5,959	78,980	57,625
<i>Facebook Followers (new and total FYTD)</i>	45	50	7,856	6,490
<i>Facebook Reach</i>	80,232	17,732	626,180	225,536
<i>LinkedIn Impressions (new and total FYTD)</i>	4,211	4,230	53,028	4,230
<i>Instagram Views (new and total FYTD)</i>	8,895	8,133	127,873	25,510
<i>YouTube Views</i>	695	301	2,961	2,214
<i>Media Releases</i>	5	5	35	46

Department Highlights

- Director Kuttenberg presented to Elgin Community College faculty and staff during the opening of their Spring Kickoff on January 8. Deputy Township Administrator Vana co-presented for two breakout sessions offering an in-depth look at the Township's services by department.
- Director Kuttenberg joined Supervisor McGuire and Trustee Essick in attending Elgin Mayor Kaptain's State of the City Address on January 13 at Elgin Community College.
- Director Kuttenberg attended the January 14 virtual meeting of the Metropolitan Township Association.
- Director Kuttenberg attended the Bartlett Area Chamber of Commerce's Board of Directors meeting.
- Director Kuttenberg and Communications Coordinator Smith met virtually with Director Crews and Deputy Willaims on January 16 to discuss outreach, engagement, communications topics, and strategies for Hanover Township Emergency Services (HTES).
- Director Kuttenberg attended the January 20 virtual meeting of the Association for Community Mental Health Authorities of Illinois' Legislative Committee to discuss relevant legislation and topics for the Spring 2026 session.
- Director Kuttenberg chaired the January 22 virtual meeting of the Township Communicators of Illinois.
- Director Kuttenberg attended the January 22 meeting of the Streamwood Community Relations Commission.
- Coordinator Smith joined Supervisor McGuire and Director Hanson in attending the January 26 meeting of the Chapel Creek Homeowners Association meeting.
- Department staff attended the January 27 Active Shooter training presented by Director Crews.
- Director Kuttenberg and Coordinator Smith met with HTES officer Alma Khamesieh on January 28 to discuss HTES Instagram strategies and processes.
- Director Kuttenberg joined Supervisor McGuire in a virtual meeting with Metropolitan Township Association personnel and a staff member from the Governor's office to discuss Townships and establish communication during the spring session.
- Director Kuttenberg attended Cook County Commissioner Kevin Morrison's Roundtable Discussion with President Preckwinkle and other elected leaders on January 30 at the Schaumburg Convention Center. Director Kuttenberg thanked President Preckwinkle for the county's support and coordination of the Rohrssen Road Bridge Project and offered the Township's assistance to work more closely on promoting Township Food Pantries across the county in anticipation of the increase of those experiencing food insecurity.

Hanover Township Mission Statement:

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

OFFICE OF COMMUNITY HEALTH



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Appointments</i>				
ProTimes	3	5	67	63
TB skin test	10	16	132	91
Cholesterol	4	2	99	112
Injections*	7	0	117	0
Sharps Disposal*	13	0	124	0
Miscellaneous labs	25	16	275	188
Wellness Screening (BP, diabetes, anemia)	24	16	483	402
Other	70	91	870	865
<i>Clinic Clients</i>				
Senior Center/ home visits	147	138	1,828	1,242
Offsite clinics	15	9	279	191
Total clients (unduplicated)	21	39	731	616
<i>Public Education & Health Promotion</i>				
Media coverage	0	0	4	3
Informational seminars/Programs	8	3	74	46
Program Participants	74	106	2,008	2,125
<i>Primary Care Provider Support</i>	4	0	23	11

*Previously counted under "other" appointments

Department Highlights

- Director Smith and Community Health Nurse Nichols provided 12 home visits for residents in the month of January.
- The Office of Community Health provided laboratory services for 13 residents at the Hearthwood lab clinic in the month of January.
- The Cook County Department of Public Health provided 100 radon kits to the Office of Community Health to distribute to residents in honor of Radon Awareness Month. Residents who received the kits will be able to test their homes for radon levels free of charge.
- Community Health Specialist Prestin facilitated a weekly series of Wits Workout; an interactive brain health program aimed at providing socialization and intellectual engagement for older adults. The program will continue through the month of February.
- Community Health Director Smith presented an overview of department services, programs, and future plans for the department at the January 6 board meeting.
- Community Health Specialist Prestin provided oral health education for Open Gym students at the Izaak Walton Center on January 6.
- Community Health Specialist Prestin taught a Heartsaver CPR class for residents on January 13.
- Community Health Director Smith provided free preventative health screenings at Streamwood Park District on January 15.

Office of Community Health Mission Statement:

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

DEPARTMENT OF EMERGENCY SERVICES



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Hours</i>				
Volunteer Detail Hours	803	435	8,371	6,390
Volunteer Work Hours	1,286	1,548	14,954	13,236
Volunteer Training Hours	129	247	2,851	2,298
<i>Total Volunteer Hours</i>	2,218	2,230	26,176	21,791
<i>Details</i>				
Emergency Call Outs	41	17	269	221
Safety Patrols	35	1	89	6
Township Sponsored Events	1	0	14	6
Other Community Events	0	0	66	33
Miscellaneous	0	0	1	3
<i>Total Details</i>	74	18	436	269

Department Highlights

- HTES Officers responded to a structure fire in Barrington Hills on January 3 and provided hose rolling.
- HTES Officers responded to a structure fire in Bartlett on January 4 and provided hose rolling, cascade bottle fills, traffic management, and drone flights.
- HTES Officers responded to a traffic accident in Bartlett on January 8 and provided traffic management.
- HTES Officers responded to a structure fire in Hoffman Estates on January 8 and provided hose rolling, cascade bottle fills, traffic management, and drone flights.
- HTES Officers responded to a search for a missing person in Riverside with ground searches on January 13.
- HTES Officers assisted with an investigation in Bartlett on January 13 with drone flights.
- HTES Officers responded to a MABAS 12 request for drone flights in Broadview on January 17 to assist with crowd management.
- HTES Officers responded to a structure fire in Schaumburg on January 19 and provided salvage, lighting, and salting.
- HTES Officers responded to structure fire in Pingree Grove on January 18 and provided cascade bottle fills.
- HTES Officers responded to a structure fire in Hampshire on January 21 and provided hose management.
- HTES Officers responded to a structure fire in Hanover Park on January 24 providing cascade bottle fills, hose rolling, lighting, and salting.
- HTES Officers responded to a METRA rail incident in Bartlett on January 24 and provided traffic management.
- HTES Officers responded to a structure fire in Barrington on January 25 and provided cascade bottle fills, lighting, and salting.
- HTES Officers responded to a structure fire in Carpentersville Park on January 26 and provided cascade bottle fills, hose rolling, lighting, and salting.
- HTES Officers responded to a traffic accident in Bartlett and Streamwood on January 30.
- HTES Officers responded to a structure fire in Saint Charles on January 30 and provided cascade bottle fills, lighting, and salting.
- HTES Officers responded to a traffic accident in Bartlett on January 31 and provided traffic management.

Hanover Township Mission Statement:

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

DEPARTMENT OF FACILITIES & ROAD MAINTENANCE

Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Administration</i>				
Vehicle service calls	1	2	21	13
Work orders	603	547	5,831	5,563
Event set-ups/tear downs	197	193	2,133	2,079
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	4,427	5,513	40,240	44,776
Town Hall	7,920	10,380	91,980	99,180
Senior Center	22,474	29,712	309,261	354,840
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	443.71	423.38	1,190.79	1,054.02
Town Hall	1,131.87	1,306.85	3,427.93	3,321.55
Senior Center	2,807.09	2,637.44	12,412.30	13,089.81
<i>Road Maintenance</i>				
Salt Usage (Tons)	240	184	526	250

Department Highlights

- Township Administrator Barr, Director Hanson, and representatives from Thomas Engineering and Hitchcock Design Group attended and presented at the Village of Bartlett's January 8 Planning and Zoning Commission meeting on the Phase II and III development of the Tiknis Campus Open Space Reserve development.
- Facilities and Road Maintenance staff worked with the Department of Administrative Services to compile all electronics from all departments to complete the recycling of all replaced and non-functioning electronic equipment.
- Salvador (Sal) Camacho joined the Facilities & Road Maintenance Department as the Facilities Technician on January 5.
- Facilities Manager Enzenbacher oversaw the installation of the concrete Urethane floor covering in the main entry hallway, connecting hall, and two bathrooms located in the new portion of the Emergency Services Station.
- Supervisor McGuire, Director Hanson, and Director Kuttentberg attended and presented at the Annual Chapel Creek Homeowners Association meeting.
- Facilities and Road Maintenance staff attended the Active Threat trainings for the Town Hall, Senior Center, Astor Avenue Community Center and Izaak Walton Youth Center.

DEPARTMENT OF HUMAN SERVICES



Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>General Assistance</i>				
General Assistance clients	4	11	62	93
General Assistance appointments	6	11	83	141
Emergency Assistance appointments	12	6	87	241
Emergency Assistance approved	3	2	26	31
Crisis intake clients	225	269	1,859	2,505
<i>Veterans' Services</i>				
Office Visits	8	15	40	137
<i>Social Services</i>				
CEDA Applications (LIHEAP, LIWAP, PIPP)	118	93	476	525
Financial assistance applications*	2	1	34	27
<i>Food Pantry</i>				
Served (Households)	1,250	1,261	13,668	14,577
Unduplicated	353	274	5,111	3,582
New applications	36	30	549	485
Food Donations	96	23	949	474
<i>Community Center Walk-Ins</i>	50	141	885	1,441

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

Department Highlights

- The department participated in the Windy City Bulls “Stock the Bus” event on January 3, contributing to the Hanover Township Food Pantry, which received ten large boxes of donations.
- Director Dickinson received her Personal Identity Verification (PIV) card on January 9, enabling the department to begin processing Veteran claims.
- At the Metropolitan Township Association Human Services Committee meeting on January 13, Director Dickinson joined discussions focused on township food pantries and volunteer engagement.
- During the January 22 Illinois Township Association of General Assistance Caseworkers (ITAGAC) monthly meeting, Director Dickinson worked with the committee to finalize speakers and topic selections for the upcoming Illinois Township Association of General Assistance Caseworkers (ITAGAC) conference.
- Low Income Home Energy Assistance Program appointments have increased significantly this year, with the department experiencing approximately a 27% rise compared to the same period last year.
- The department was a recipient of Hanover Park Police Departments Annual Food for Fines pantry collection. Items for the food pantry were collected to help wipe away late fees, fines, and ticket fees for Village of Hanover Park residents.
- Human Services Coordinator Guerrero participated in Northern Illinois Food Banks’s food safety training to help learn about the handling and safety of food that is donated or brought into the pantry.

Human Services Mission Statement
Empowering Residents to Achieve Self-Sustainability

OFFICE OF THE MENTAL HEALTH BOARD



Report for January 2026

SERVICE PROVIDED	DECEMBER 2025	DECEMBER 2024	FYTD 2025	FYTD 2024
<i>Grant Funding</i>				
New clients	44	248	2,226	3,109
Ongoing clients	889	1,117	7,772	7,686
Closed cases	83	148	1,535	863
Prevention programming presentations	2	0	29	44
Number in audience	20	0	280	274
<i>TIDE</i>				
Participants	7	8	15	33
Rides	16	162	282	1,401

*Due to reporting website, statistics are a month behind

Department Highlights

- On January 8, Administrative Services Manager Matich met with staff from Elgin Police Department to provide a tour of Hanover Township Senior Center and Astor Avenue Community Center.
- Administrative Services Manager Matich attended the Elgin Human Services Council meeting on January 15.
- The Mental Health Board held its Fiscal Year 2027 Annual Funding Allocation meeting on January 27 and awarded \$1,200,000 in funding to 34 agencies providing services related to mental health, including developmental disabilities, addictions and substance abuse, are available to all residents of Hanover Township.
- On January 28, Administrative Services Manager Matich participated in the Elgin Neighborhood Network Youth Workgroup.

Mental Health Board Mission Statement:

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

DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for January 2026

SERVICE PROVIDED	JANUARY 2026	JANUARY 2025	FYTD 2026	FYTD 2025
<i>Outreach & Prevention</i>				
Open Gym participants	618	738	6,323	6,732
Open Gym participants (unduplicated)	169	258	1,691	560
Alternate Support referrals	0	43	44	225
Alternate Support participants	172	341	691	1,701
Alternate Support participants (unduplicated)	80	132	312	193
<i>Clinical</i>				
Therapy clients	338	503	3,617	2,914
Therapy clients (unduplicated)	106	143	1,124	985
New clients (unduplicated)	1	6	17	50
Clinical hours	215	269	2,623	2,520
Group session participants	112	193	1,871	772
<i>Tutoring Participants</i>				
Total	0	0	481	501
Unduplicated	0	0	212	234

Department Highlights

- Director Brumfield Grim and Prevention Services Manager Solis met with Ecker Center for Behavioral Health staff, Shannon Burless, Care Coordination Manager and Jessica Hick, Youth and Family Case Manager, on January 8 to share Hanover Township Youth and Family Services programing and discuss opportunities for collaboration and referral.
- The new sessions of Social Academic Instructional Groups (SAIG) started the week of January 12 across partner elementary and middle schools. Student needs being met include grief due to loss of a parent, navigating parent's divorce, dysregulation, and executive functioning.
- On January 16, Director Brumfield Grima, Prevention Services Manager Solis, and Prevention Specialist Benshoof met with Principal Sheeler and Assistant Principal Miranda Flores to finalize plans to start the Attendance Support Pilot Program at Huff Elementary.
- Substance Use Prevention Specialist Moreno and Prevention Specialist and Volunteer Coordinator Trujillo accompanied Operation Snowball teen leaders to the Cebrin Goodman Teen Institute mid-year Conference in Bloomington Normal, January 17 through 19.
- Director Brumfield Grima co-facilitated the Regional Behavioral Health Collaborative Northwest Workgroup meeting for Behavioral Health Services for Children, Youth, and Families on January 20. The meeting focused on how to advance collaborative work to expand access to evidence informed, trauma-competent, culturally, and linguistically responsive treatment, support, and recovery services for children, youth and families.
- On January 22, Director Brumfield Grima participated in the Association of Illinois Township Committees on Youth (AITCOY) Executive Meeting in her new role as Vice President of the Association.
- Director Brumfield Grima attended the Enriching Partnerships for Early Learning Full Collaborative meeting on January 28.

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

Hanover Township

Board Audit Report

From 2/3/26 - 2/16/26

	<u>Total</u>
Total Town Fund	110,813.99
Total Senior Services Fund	40,821.69
Total General Assistance Fund	2,113.48
Total Road Maintenance Fund	16,741.97
Total Committee for Senior Citizens Services	816.88
Total Mental Health Board Fund	66,119.00
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	200.00
Total Capital Fund	59.54
 Total All Funds	 <u><u>237,686.55</u></u>

Supervisor

Town Clerk

Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township Board Audit Report

February 3 - 16, 2026

Type	Date	Num	Name	Memo	Amount
11A · Senior Center Assets					
1101520 · Prepaid Expense					
Check	02/03/2026	166030	Giuseppa Bartolomeo	Chef Pina Cooking Class April 110-4515	200.00
Check	02/03/2026	166031	Giuseppa Bartolomeo	Chef Pina In the Kitchen Cooking Class April 110-4515	400.00
Check	02/03/2026	166041	Tim Wilsey	Presentation All Time Comedians 110-4515	200.00
Check	02/13/2026	166195	Heather Braoudakis	Music Entertainment April Showers 4.29.26 110-4515	115.00
Check	02/13/2026	166196	Denise Laurin-Donatelle	Presentation on Egyptian Art 4.27.26 110-4515	200.00
Check	02/13/2026	166197	Bob Kalal	Music Performance 4.16.26 110-4515	200.00
Check	02/13/2026	166198	Liz Goss	Inv# 41426 Music Presentation 4.16.26 110-4515	200.00
Check	02/13/2026	166199	The Wildbird Shack	Senior Presentation - Summer on Warblers 4.9.26 110-4515	200.00
Check	02/13/2026	166200	Laura Trujillo	Inv# 43 Chair Yoga April 2026 110-4515	540.00
Check	02/13/2026	166201	Joy Andreassen	Zumba Gold Classes April 2026 110-4515	400.00
Check	02/13/2026	166206	Bestway Charter Transportation Inc	Charter Bus for trip 4.29.26 110-4515	1,141.80
Check	02/13/2026	166207	Bestway Charter Transportation Inc	Charter Bus for trip 4.21.26 110-4515	1,493.80
Check	02/13/2026	166208	Bestway Charter Transportation Inc	Charter Bus for trip 4.15.26 110-4515	1,141.80
Total 1101520 · Prepaid Expense					6,432.40
Total 11A · Senior Center Assets					6,432.40
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014410 · Equipment Purchases					
Check	02/13/2026	166219	The Finer Line, Inc	Inv# 104280 Veterna Plaque Display Board	968.25
Total 1014410 · Equipment Purchases					968.25
Total 101CAP · Capital Expenditures					968.25
101CHN · Community Health					
1014452 · Office Supplies					
Check	02/10/2026	166153	Accurate Office Supply Co	Inv# 6079201-0 Paper	17.80
Check	02/10/2026	166153	Accurate Office Supply Co	Inv# 6066101-0 Ink	29.48
Total 1014452 · Office Supplies					47.28
1014453 · Printing					
Check	02/10/2026	166158	Braden Interact (Sr Ctr DD630837030...	Inv# 1085921 Copier Charages OCH	19.83
Total 1014453 · Printing					19.83
1014457 · Furniture and Computer Equip					
Check	02/04/2026	166150	Culligan Quench USA, Inc	Inv# INV10177008 Water Cooler Lease 2.1.26-4.30.26	83.52
Total 1014457 · Furniture and Computer Equip					83.52
1014465 · Medical Supplies					
Check	02/03/2026	166046	McKesson Medical Surgical	Inv# 24988043 Cholesterol Tests	188.79
Check	02/10/2026	166177	Stericycle, Inc	Inv# 8013412502 Sharps Disposal	591.28

Hanover Township Board Audit Report

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Type	Date	Num	Name	Memo	Amount
Total 1014465 · Medical Supplies					780.07
1014466 · Communications					
Check	02/03/2026	166043	Verizon Wireless (00002)	Department Tablet Monthly Fee	36.01
Total 1014466 · Communications					36.01
1014491 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	2,989.90
Total 1014491 · Health Insurance					2,989.90
Total 101CHN · Community Health					3,956.61
101CVA · Community Affairs					
101CMA · Community Relations					
1014617 · Equipment & Furniture					
Check	02/03/2026	166043	Verizon Wireless (00002)	Dpartment Tablet Monthly Fee	36.01
Total 1014617 · Equipment & Furniture					36.01
1014625 · Communications					
Check	02/03/2026	166045	Breese Journal & Publishing Company	Inv# 162313 Winter/Spring 26 Hanover Happenings Newsletter...	6,950.67
Total 1014625 · Communications					6,950.67
1014691 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,682.85
Total 1014691 · Health Insurance					1,682.85
Total 101CMA · Community Relations					8,669.53
Total 101CVA · Community Affairs					8,669.53
101ES · ES - Expenditures					
1014802 · Equipment					
Check	02/13/2026	166212	Air One Equipment, Inc.	Inv #230731 SCBA Fit Test	45.00
Total 1014802 · Equipment					45.00
1014803 · Uniforms					
Check	02/13/2026	166229	Ray O'herron Co., Inc.	Inv# 2446712 Uniform Pants/Belt/Shirt	235.31
Total 1014803 · Uniforms					235.31
1014808 · Education & Training					
Check	02/13/2026	166220	Haigh Solutions LLC	Inv# 22026-06 Officer Training Course	500.00
Check	02/13/2026	166222	Lockdown Training Solutions, Inc	Inv# 26-001 Awareness/De-Escalation Training	1,200.00
Total 1014808 · Education & Training					1,700.00

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Type	Date	Num	Name	Memo	Amount
1014814 · Communications					
Check	02/03/2026	166043	Verizon Wireless (00002)	ES Drone/Tablet Data Service	122.26
Check	02/13/2026	166227	Motorola Solutions Inc	Inv# 10067020260102 Monthly Radio Fee Jan 26	882.00
Total 1014814 · Communications					1,004.26
1014891 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,241.49
Total 1014891 · Health Insurance					1,241.49
Total 101ES · ES - Expenditures					4,226.06
101ISE · Insurance & Employee Benefits					
1014514 · Employee Recognition					
Check	02/03/2026	166047	Kristin Vana	20 Year Service Recognition Award	75.00
Total 1014514 · Employee Recognition					75.00
Total 101ISE · Insurance & Employee Benefits					75.00
101LEA · Legal & Auditing					
1014502 · Legal Services					
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0001-46470 Legal Fees	27,842.40
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0010-46474 Legal Fees	225.20
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0002-46471 Legal Fees	247.50
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0019-46475 Legal Fees	1,219.90
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0005-46472 Legal Fees	6,967.50
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0030-46476 Legal Fees	17,342.20
Total 1014502 · Legal Services					53,844.70
Total 101LEA · Legal & Auditing					53,844.70
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Check	02/10/2026	166156	Bade Supply	Inv# 110422 Towels, Toilet Paper, Gloves, Liners	259.59
Check	02/10/2026	166172	Menards - West Chicago	Inv# 35017 Spray Bottle, Nozzle, Broom, Carabiners	31.93
Total 1014205 · Janitorial Supplies					291.52
1014210 · Building Maintenance - Town					
Check	02/10/2026	166165	Elgin Key & Lock Co., Inc.	Inv# 251864 Keys Town Hall	48.70
Check	02/10/2026	166167	Home Depot, The 7816	9V Batteries	18.87
Check	02/10/2026	166175	Reinke Interior Supply	Inv# 28787 Ceiling Tile Paint	15.91
Check	02/10/2026	166176	Sherwin-Williams	Inv# 40652185840126 YFS Wall Paint	43.53
Check	02/13/2026	166221	Johnson Controls Security Solutions	Inv# 42152951 Quarterly Fire Alarm Monitoring	255.00
Total 1014210 · Building Maintenance - Town					382.01
1014211 · Building Maintenance - Senior					

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Type	Date	Num	Name	Memo	Amount
Check	02/10/2026	166155	Automatic Doors, Inc.	Inv# 01-054-Z Repair Automatic Door Senior Center	332.50
Check	02/10/2026	166172	Menards - West Chicago	Inv# 35509 Ball Valves, Painters Tape	79.46
Check	02/10/2026	166176	Sherwin-Williams	Inv# 40611185840126 Wall Paint Game Room	208.34
Check	02/13/2026	166232	Sherwin-Williams	Inv# 44035185840226 Paint Brushes/Paint Paints	57.83
Total 1014211 · Building Maintenance - Senior					678.13
1014213 · Equipment Maintenance - Town					
Check	02/10/2026	166185	Midwest Mechanical	Inv# 112181369 Pully Motor, Belt Replacement	5,710.94
Total 1014213 · Equipment Maintenance - Town					5,710.94
1014214 · Equipment Maintenance - Senior					
Check	02/13/2026	166226	LionHeart Critical Power Specialists	Inv #78727 Generator Repair	1,044.15
Total 1014214 · Equipment Maintenance - Senior					1,044.15
1014218 · Vehicle Maintenance - Town					
Check	02/10/2026	166161	Central Parts Warehouse	Inv# 792540A Snowplow Blade Truck #313	395.31
Total 1014218 · Vehicle Maintenance - Town					395.31
1014221 · Cell Phone/Communications					
Check	02/03/2026	166043	Verizon Wireless (00002)	F&M Tablet Data Plan	252.07
Check	02/03/2026	166043	Verizon Wireless (00002)	Director Monthly Phone Plan	88.32
Check	02/13/2026	166227	Motorola Solutions Inc	Inv# 10067020260102 Monthly Radio Fee Jan 26	150.00
Total 1014221 · Cell Phone/Communications					490.39
1014225 · Grounds/Reserve Maintenance					
Check	02/10/2026	166182	Wood Dale Electrical Const., Inc.	Inv# S287 Light Repair Town Hall Parking Lot	573.40
Total 1014225 · Grounds/Reserve Maintenance					573.40
1014226 · Uniforms					
Check	02/10/2026	166157	Bartlett Sports	Inv# 7144 Replacement Uniforms for Custodians	480.00
Total 1014226 · Uniforms					480.00
1014235 · Equipment Maint ES Station					
Check	02/13/2026	166226	LionHeart Critical Power Specialists	Inv #78727 Generator Repair	1,044.16
Total 1014235 · Equipment Maint ES Station					1,044.16
1014291 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	3,317.86
Total 1014291 · Health Insurance					3,317.86
Total 101MAIN · Facilities Maintenance					14,407.87
101THE · Town Hall Expense					

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Type	Date	Num	Name	Memo	Amount
1014403 · Utilities - Town					
Check	02/13/2026	166215	Com Ed (8000) Town	Acct# 9545328000 Service 1.5.25-2.5.26 Town Hall	1,232.68
Check	02/13/2026	166218	Com Ed (8000) ES	Acct 1819128000 FARM HQ 12.5.25 - 1.8.26	21.11
Check	02/13/2026	166228	Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 12.15.25-1.13.23	1,101.90
Total 1014403 · Utilities - Town					2,355.69
1014416 · Equipment Rental - Town					
Check	02/13/2026	166216	Canteen Rfrsh Svc 05635/002/00002 ...	Inv# ORD386040 Water Machine Rental Fee - Oct	57.00
Check	02/13/2026	166216	Canteen Rfrsh Svc 05635/002/00002 ...	Inv# ORD417792 Water Machine Rental Fee - Jan	57.00
Check	02/13/2026	166224	Leaf (618-010)	Inv# 19754627 Town Hall Main Copier Lease	230.43
Check	02/13/2026	166225	Leaf (618-011)	Inv #19723030 Hanover Landing Copier	63.00
Check	02/13/2026	166230	Pitney Bowes Global Financial Services	Inv# 3107589334 Quarterly Postage Machine Lease	503.35
Total 1014416 · Equipment Rental - Town					910.78
Total 101THE · Town Hall Expense					3,266.47
101TOE · Town Office Expense					
1014401 · Postage					
Check	02/13/2026	166231	Purchase Power Easy Permit Postage	Acct# 8000-9090-0585-2392 Postage	2,241.23
Total 1014401 · Postage					2,241.23
1014530 · Financial Administration					
Check	02/10/2026	166184	Governmental Accounting, Inc	Inv# 60501 Feb 2026 Monthly Contract Billing	5,400.00
Total 1014530 · Financial Administration					5,400.00
1014591 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	3,665.71
Total 1014591 · Health Insurance					3,665.71
Total 101TOE · Town Office Expense					11,306.94
104ASR · Assessor's Division					
1044411 · Equipment					
Check	02/11/2026	166193	Sidwell Company	Inv# SIDXT0009208 Paper & Digital Cook Lease Book	815.00
Total 1044411 · Equipment					815.00
1044491 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,292.93
Total 1044491 · Health Insurance					1,292.93
Total 104ASR · Assessor's Division					2,107.93
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094617 · Equipment Maintenance					

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Type	Date	Num	Name	Memo	Amount
Check	02/13/2026	166224	Leaf (618-010)	Inv# 19754627 Youth and Family Main Copier Lease	164.02
			Total 1094617 · Equipment Maintenance		164.02
			1094623 · Travel		
Check	02/11/2026	166192	Maurissa Murakami.	Mileage Reimbursement Jan 2026	32.92
Check	02/11/2026	166194	Tori Benshoof	Mileage Reimbursement Jan 2026	91.35
			Total 1094623 · Travel		124.27
			1094691 · Health Insurance		
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	5,209.31
			Total 1094691 · Health Insurance		5,209.31
			Total 109ADM · Administration & Clinical		5,497.60
			109OUT · Outreach & Prevention		
			1094644 · Travel		
Check	02/10/2026	166170	Maximilian Schoebel (v)	Mileage Reimbursement Jan 2026	34.22
Check	02/11/2026	166190	Gisel Trujillo (v)	Mileage Reimbursement Jan 2026	188.50
Check	02/11/2026	166191	Jennifer Solis (v)	Mileage Reimbursement Jan 2026	81.20
			Total 1094644 · Travel		303.92
			1094651 · Cellphones		
Check	02/03/2026	166043	Verizon Wireless (00002)	Youth and Family Monthly Fee	245.95
			Total 1094651 · Cellphones		245.95
			1094656 · Youth Center Equipment		
Check	02/13/2026	166224	Leaf (618-010)	Inv# 19754627 IWYC Copier Lease	164.02
			Total 1094656 · Youth Center Equipment		164.02
			1094658 · Youth Center Utilities		
Check	02/11/2026	166188	City of Elgin	Acct# 413720-6423 Water/Sewer 12.10.25-1.8.26	30.32
			Total 1094658 · Youth Center Utilities		30.32
			1094791 · Health Insurance		
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,742.82
			Total 1094791 · Health Insurance		1,742.82
			Total 109OUT · Outreach & Prevention		2,487.03
			Total 109YFS · Youth & Family Services		7,984.63
			Total 1014 · Town Fund - Expenditures		110,813.99
			1104 · Aging Services - Expenditures		

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Type	Date	Num	Name	Memo	Amount
1104ADM · Administration					
1104525 · Telephone & High Speed Internet					
Check	02/03/2026	166043	Verizon Wireless (00002)	Social Services Phone Monthly Fee	84.81
Total 1104525 · Telephone & High Speed Internet					84.81
1104527 · Equipment					
Check	02/04/2026	166150	Culligan Quench USA, Inc	Inv# INV10177008 Water Cooler Lease 2.1.26-4.30.26	250.57
Check	02/13/2026	166223	Leaf (379-003)	Inv# 19781243 Copier Lease	247.17
Check	02/13/2026	166230	Pitney Bowes Global Financial Services	Inv# 3107589334 Quarterly Postage Machine Lease	260.24
Total 1104527 · Equipment					757.98
1104528 · Office Supplies					
Check	02/10/2026	166153	Accurate Office Supply Co	Inv# 6020197-0 Paper Clips, Envelopes Moisteners	10.20
Check	02/11/2026	166187	Crown Trophy #116	Inv# 20014 Name Badge (6)	105.00
Check	02/13/2026	166214	Accurate Office Supply Co	Inv# 6092850 Copy Paper	149.31
Total 1104528 · Office Supplies					264.51
1104533 · Printing					
Check	02/10/2026	166158	Braden Interact (Sr Ctr DD630837030...	Inv# 1085921 Copier Charages	186.22
Check	02/10/2026	166169	Kwik Print	Inv# 79145 Busines Cards - Wilkins	49.64
Total 1104533 · Printing					235.86
1104591 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	2,263.79
Total 1104591 · Health Insurance					2,263.79
Total 1104ADM · Administration					3,606.95
1104NUT · Nutrition					
1105558 · Home Delivered Meals Food					
Check	02/10/2026	166174	Pur Foods LLC dba Mom's Meals	Inv# MM01312026 Special Dietary Meals Addtl Costs	3,523.38
Total 1105558 · Home Delivered Meals Food					3,523.38
1105791 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	580.94
Total 1105791 · Health Insurance					580.94
Total 1104NUT · Nutrition					4,104.32
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	02/03/2026	166027	Debra Ann Miller	Inv# 031026 Entertainment - Tale of Beatrix Potter 3.10.26	375.00
Check	02/03/2026	166029	Eddie Korosa Jr	St. Patrick's Day Entertainment	250.00
Check	02/03/2026	166030	Giuseppa Bartolomeo	Chef Pina Cooking Class March	200.00
Check	02/03/2026	166031	Giuseppa Bartolomeo	Chef Pina In the Kitchen Cooking Class March	400.00

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Type	Date	Num	Name	Memo	Amount
Check	02/03/2026	166034	LaVerne Bobkowski	Inv# 260130 Musical Entertainment 3.5.26	200.00
Check	02/03/2026	166035	Michelle Gibbons Presents	Inv 10306 Elizabeth Taylor 3.18.26	275.00
Check	02/03/2026	166036	Michelle Gibbons Presents	Inv 10360 Bob Newhart 3.26.26	275.00
Check	02/03/2026	166038	Pat Gaughan	St.Patrick's Entertainment 3.13.26	200.00
Check	02/03/2026	166042	Tim Wilsey	Presentation Jackie Kennedy	200.00
Check	02/10/2026	166153	Accurate Office Supply Co	Inv# 6020197-0 Water, Tea	65.13
Check	02/13/2026	166200	Laura Trujillo	Inv# 42 Chair Yoga March 2026	540.00
Check	02/13/2026	166201	Joy Andreassen	Zumba Gold Classes March 2026	350.00
Check	02/13/2026	166205	Giuseppa Bartolomeo	Chef Pina In the Kitchen Cooking Class Supplies	224.34
Check	02/13/2026	166209	Lyric Opera of Chicago	Madama Butterfly (25)	1,900.00
Check	02/13/2026	166210	Bestway Charter Transportation Inc	Charter Bus for trip 3.20.26	1,488.30
Check	02/13/2026	166211	Euclid Beverage	Inv# W-4554763 Beer Day/Veterans Dinner/Car Show	218.00
Check	02/13/2026	166214	Accurate Office Supply Co	Inv# 6092850 Water	37.62
Total 1104515 · Programming					7,198.39
1104520 · Volunteer Services					
Check	02/03/2026	166028	Don Ullrich	Home Delivered Meals Mileage Reimbursement Jan	40.60
Check	02/03/2026	166032	James Lemonides	Home Delivered Meals Mileage Reimbursement Jan	83.38
Check	02/03/2026	166033	Kathy Lindahl	Home Delivered Meals Mileage Reimbursement Jan	65.98
Check	02/03/2026	166039	Phil Roth	Home Delivered Meals Mileage Reimbursement Dec/Jan	57.88
Check	02/03/2026	166044	Wayne Ruttenburg	Home Delivered Meals Mileage Reimbursement Jan	102.90
Check	02/10/2026	166159	Charles Hoke	Home Delivered Meals Mileage Reimbursement Dec	135.80
Check	02/10/2026	166162	Dorthy Archer	Home Delivered Meals Mileage Reimbursement Jan	40.89
Check	02/10/2026	166163	Edward Baus	Home Delivered Meals Mileage Reimbursement Jan	29.58
Check	02/10/2026	166164	Edward Biesiadecki	Home Delivered Meals Mileage Reimbursement April-/Oct	50.54
Check	02/10/2026	166180	Verify (XHTSSE)	Inv# 1699102-IN Volunteer Background Check Jan 26	126.00
Check	02/13/2026	166202	Larry Piemonte	Home Delivered Meals Mileage Reimbursement January	49.01
Check	02/13/2026	166203	Jay Busse	Home Delivered Meals Mileage Reimbursement January	48.58
Total 1104520 · Volunteer Services					831.14
1104891 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	4,929.26
Total 1104891 · Health Insurance					4,929.26
Total 1104PRO · Enrichment Programs					12,958.79
1104SOC · Social Services					
1104569 · Senior Home Care Program					
Check	02/03/2026	166040	Phoebe Ugalde	Mileage Reimbursement Jan 2026	139.64
Check	02/10/2026	166168	Juna Talbot.	Mileage Reimbursement Dec/Jan	236.46
Total 1104569 · Senior Home Care Program					376.10
1104572 · Caregivers Resource Center Resp					
Check	02/04/2026	166151	Right At Home	Inv #39635 CRC Respite Care 1.22.26-1.24.26	472.50
Total 1104572 · Caregivers Resource Center Resp					472.50

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Type	Date	Num	Name	Memo	Amount
1104991 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	4,809.72
Total 1104991 · Health Insurance					4,809.72
Total 1104SOC · Social Services					5,658.32
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	02/10/2026	166178	Ultimate Spray-N-Wash Inc	Inv# 43627 Bus Wash	390.00
Check	02/10/2026	166179	Valvoline	Inv# 81780 Headlight/Turn signal	42.48
Check	02/10/2026	166183	Kammes Auto & Truck Repair, Inc.	Inv# 150498 Brakes, Oil Change	3,211.18
Check	02/10/2026	166183	Kammes Auto & Truck Repair, Inc.	Inv# 150764 Safety Test 150 & 149	90.00
Total 1104518 · Vehicle Maintenance					3,733.66
1104550 · Telephone					
Check	02/10/2026	166181	Verizon Wireless	Inv #6133856765 Transportation phones & tablets	448.46
Total 1104550 · Telephone					448.46
1104691 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	3,878.79
Total 1104691 · Health Insurance					3,878.79
Total 1104TRN · Transportation					8,060.91
Total 1104 · Aging Services - Expenditures					34,389.29
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024204 · Equipment					
Check	02/11/2026	166189	Culligan Quench USA, Inc	Inv# INV10264627 Water Cooler Lease 2.4.26-3.3.26	59.13
Check	02/13/2026	166224	Leaf (618-010)	Inv# 19754627 Astor Copier Lease	164.02
Total 2024204 · Equipment					223.15
2024507 · Professional Services					
Check	02/04/2026	166152	Verify (XHANGA)	Inv# 1699089 Background Checks Jan 2026	36.00
Total 2024507 · Professional Services					36.00
2024511 · Phone and Internet					
Check	02/03/2026	166043	Verizon Wireless (00002)	Residential Fire Response Phone	111.51
Total 2024511 · Phone and Internet					111.51
2024591 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,161.88

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Type	Date	Num	Name	Memo	Amount
Total 2024591 · Health Insurance					1,161.88
Total 2024ADM · Administration					1,532.54
202PAN · Pantry					
2024191 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	580.94
Total 2024191 · Health Insurance					580.94
Total 202PAN · Pantry					580.94
Total 2024 · Human Services - Expenditures					2,113.48
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034701 · Legal					
Check	02/13/2026	166238	Airdo Werwas LLC	Inv 190-0007-46473 Legal Fees	757.50
Total 3034701 · Legal					757.50
3034711 · Utilities					
Check	02/10/2026	166166	AT&T Mobility	Acct 287352817189 Douglas De-Icer Cellular	28.53
Check	02/13/2026	166217	Com Ed (8000)	Acct 7029328000 Road Garage 1.5.26-2.8.26	175.01
Total 3034711 · Utilities					203.54
3034791 · Health Insurance					
Check	02/11/2026	166186	United Healthcare	Inv #292330378214 Medical Premium - March 2026	1,781.24
Total 3034791 · Health Insurance					1,781.24
Total 3034ADM · Administration					2,742.28
3034BLD · Buildings					
3034613 · Building Maintenance					
Check	02/10/2026	166167	Home Depot, The 7816	Stapler	40.24
Check	02/10/2026	166167	Home Depot, The 7816	Ball Valve	13.95
Check	02/10/2026	166172	Menards - West Chicago	Inv# 35451 Copper Elbow	7.37
Total 3034613 · Building Maintenance					61.56
Total 3034BLD · Buildings					61.56
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	02/10/2026	166160	Continental Weather Svc	Inv# 196887 Weather Forecasting - Feb 2026	150.00
Check	02/10/2026	166171	Menards - Hanover Park	Inv# 60071 Drill Bit, Anchors	31.44
Check	02/13/2026	166227	Motorola Solutions Inc	Inv# 10067020260102 Monthly Radio Fee Jan 26	150.00
Total 3034602 · Operating Supplies & Materials					331.44

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Type	Date	Num	Name	Memo	Amount
3034610 · Street Lighting					
Check	02/10/2026	166182	Wood Dale Electrical Const., Inc.	Inv# S288 Street Light Repairs	456.56
Total 3034610 · Street Lighting					456.56
3034614 · Signs, Stripping & Tree Removal					
Check	02/13/2026	166237	Quality Roque's Inc	Tree Removal (4)	7,600.00
Check	02/13/2026	166237	Quality Roque's Inc	Tree Removal	900.00
Total 3034614 · Signs, Stripping & Tree Removal					8,500.00
Total 3034ROD · Road Maintenance					9,288.00
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Check	02/10/2026	166154	Alexander Equipment Company	Inv# 223230 Mobank Chipper Maintenance	788.40
Check	02/10/2026	166173	Pomp's Tire Service	Inv# 280180953 Tire Replacement/Repair Truck #505	855.89
Check	02/10/2026	166183	Kammes Auto & Truck Repair, Inc.	Inv# 150808 Defrost Repairs Truck #501	217.69
Check	02/13/2026	166233	Vermeer-Illinois Inc	Inv# S96250 Chipper Oil Change/Winch/DrumBelt	2,788.15
Total 3034609 · Maintenance Vehicles & Equip					4,650.13
Total 303EQM · Equipment					4,650.13
Total 3034 · Road Maintenance - Expenditures					16,741.97
4045 · Comm/SR Citizens Svcs - Expense					
4045105 · Soda/Snack Vending					
Check	02/13/2026	166204	Allison Stamp (v)	Vending machine supplies	139.88
Total 4045105 · Soda/Snack Vending					139.88
4045175 · Special Projects					
Check	02/10/2026	166157	Bartlett Sports	Inv# 7137 Jackets for Drivers	677.00
Total 4045175 · Special Projects					677.00
Total 4045 · Comm/SR Citizens Svcs - Expense					816.88
5054 · Mental Health - Expenditures					
5054SVC · Service Contracts					
5054123 · Easter Seals					
Check	02/13/2026	166234	Easter Seals DuPage & Fox Valley R...	Outpatient Medical Rehab Services Aug-Dec	40,005.00
Total 5054123 · Easter Seals					40,005.00
5054162 · Tide Transportation					
Check	02/13/2026	166213	American Taxi Dispatch	Tide Taxi Rides (16)	176.00
Total 5054162 · Tide Transportation					176.00
5054180 · Capital Grant Fund					

Hanover Township Board Audit Report

February 3 - 16, 2026

Type	Date	Num	Name	Memo	Amount
Check	02/13/2026	166235	Ecker Center for Behavioral Health	Capital Fund Award - Ecker Center Expansion	20,000.00
Total 5054180 · Capital Grant Fund					20,000.00
5054205 · Mental Health Housing					
Check	02/13/2026	166236	UP Hanover Landing, LP	Hanover Landing Rent Subsidy - March	5,938.00
Total 5054205 · Mental Health Housing					5,938.00
Total 5054SVC · Service Contracts					66,119.00
Total 5054 · Mental Health - Expenditures					66,119.00
7004 · Vehicle Replcmnt - Expenditures					
7004540 · Bus Purchase					
Check	02/03/2026	166037	Pace	Inv# 660740, 660748 Bus Lease	200.00
Total 7004540 · Bus Purchase					200.00
Total 7004 · Vehicle Replcmnt - Expenditures					200.00
8084 · Capital Projects - Expenditures					
8084425 · Building & Perm Improvements					
Check	02/10/2026	166167	Home Depot, The 7816	Vinyl Base EMA Station	36.64
Check	02/10/2026	166167	Home Depot, The 7816	Vinyl Base EMA Station	22.90
Total 8084425 · Building & Perm Improvements					59.54
Total 8084 · Capital Projects - Expenditures					59.54
TOTAL					237,686.55



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

Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Community Health Director Kristen Smith, Emergency Services Director Mike Crews, Youth and Family Services Director Erin Brumfield Grima, Director of Community & Government Affairs Thomas Kuttentberg, Human Services Director Ryan Dickinson, Aging Services Director Allison Stamp, Deputy Administrator Kristin Vana, Administrative Services Manager Hailey Match, and Attorney Mark Kimzey.
- II. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag of the United States.
- 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. Reports:
 - A. Supervisor's Report: Supervisor McGuire offered compliments to Director Dickinson on a successful holiday program season. She represented the Human Services department on January 3 for the Windy City Bulls fill the bus (with donations) event at the Now Arena. The Director worked on Christmas Eve to ensure no person went without this season. Emergency Services has a busy past 48 hours supporting other communities. Supervisor McGuire read a favorable comment that he received from a resident praising the Township services.
 - B. Clerk's Report: Clerk Dolan Baumer reported that the list of SEI filers has been uploaded and we should all be hearing from the County with directions to file within the next couple of weeks.
 - C. Assessor's Report: Assessor Moinuddin offered no report.
 - D. Trustee Committee Liaison Reports: The Trustees offered no reports.
 - E. Department Reports: Department reports were submitted for review by the Board during the December 2025 meeting; highlights since then included Director Kuttentberg reporting that the residents were very generous this year toward holiday programming and other Foundation donations. The Illinois General Assembly would start its regular session on January 14, 2026. Nomination forms for the Supervisor's Volunteer of the Year award are available, and he encouraged everyone to submit nominations. Deputy Vana reported that the annual employee recognition luncheon would be held at Moretti's on January 13. Openings still exist in Resident Services. The Hanover Township Mental Health Board would be making funding determinations this month. Director Smith announced that Nurse Smith celebrated her one-year anniversary this month and that she would be going on maternity leave also this month. The department is focusing on outreach and education for radon; testing kits that have been donated to the Township are available for residents at no cost. The Sprint-to-Spring 5K race registration is now open. Director Stamp reported that a position in Nutrition Services is still open. She reported on various holiday parties that are filling our senior's time. She also reported on the Senior Giving Tree gift giving that was a success with all names pulled and gifts given to the delight of the recipients. Director Brumfield Grima reported that she participated in the recent Cook County Health Department Regional Behavioral Health Collaborative Region 7 Behavioral Health

Services for children, youth and families work group, having had the opportunity to present teaching initiatives during the meeting. Holiday programming was a success. Parenting classes are ongoing and well attended. Director Dickinson thanked all Township departments and staff for participating in the holiday programming, and to Trustee Beattie for encouraging the Streamwood High School Honor Students to again work the events this year. 1,640 children were served. She welcomed Renee Gurrero to the Human Services department. The new food pantry truck is in services. The annual job fair would be held on April 8. Director Crews reported that he presented on a video clip on CBS new regarding drone usage and he showed the clip. The unit responded to a large fire in Roselle this week. The 2026 academy has begun with ten candidates for office in the department. The department successfully surpassed all goals for 2025. Director Hanson reported that the department is fully staffed. He, Administrator Barr, representatives from Thomas Engineering and Hitchcock Design met with the Planning and Zoning Commission of the Village of Bartlett to review Phase II and Phase III with them. They asked that the recommendation be forwarded to the Village Board for a vote at their next meeting. Resident Paul Halverson invited the Director to the next association meeting to be held on January 26. Administrator Barr reported that he and Director Hanson met with the Village of Bartlett Board regarding the PUD amendment on November 25 where some items were referred to the Planning and Zoning Commission. The Finance Committee would meet on February 3 at 5:30 p.m.; please mark your calendars.

- V. Paying: Administrator Barr presented the bills for payment from December 16, 2025 through January 5, 2026 as follows:

a.	Town	\$31,432.77
b.	Senior Services	34,028.55
c.	General Assistance	11,114.59
d.	Road Maintenance	6,420.97
e.	Senior Citizens Committee	347.83
f.	Mental Health Board	253.46
g.	Capital	<u>3,287.50</u>
	Total	<u>\$86,885.67</u>

A motion was made by Trustee Beattie and seconded by Trustee Martinez to approve payment of the bills as presented from December 16, 2025 through January 5, 2026. Roll call: Ayes: Supervisor McGuire and Trustees Martinez, Beattie, and Essick. Nays: None. Motion carried and the bills will be paid.

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

- VII. New Business:

- A. Board Meeting Minutes of December 16, 2025: Trustee Essick moved that the Board approve the rescheduled Board meeting minutes of December 16, 2025 as presented by Clerk Dolan Baumer; motion seconded by Trustee Martinez. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez and Essick. Nays: None. Motion carried.
- B. Executive Session Minutes of December 16, 2025: Trustee Essick moved that the Board

approve the executive session minutes of December 16, 2025 as presented by Clerk Dolan Baumer; motion seconded by Trustee Martinez. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez and Essick. Nays: None. Motion carried.

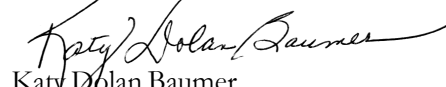
- C. Update on the Community Health Department: Director Smith provided an in-depth review of the past year and future of the office of Community Health. She provided an overview of the staff, services, locations where service occurs, and statistics of people served. Home visits were up to 173 in FY26. Preventive health screenings are becoming more utilized, as is the medication disposal. Incontinence supplies, which are generally donated, are needed more than ever. Sharps disposal containers are available to residents twice a year. The Director is working on expanding the Dental Access Network in FY27. The highly successful Sprint-to-Spring is open for registration, and Just for the Health of It Health Fair is scheduled for September 10. 175 pints of blood were collected in FY26. She also presented the department's goals for FY27.

VIII. Executive Session: No motion was made to go into Executive Session.

- IX. Other Business: Supervisor McGuire reported that past Assessor Bob Hardin passed away this week. He was present at a recent Veterans Honor Roll dinner, and he and the Supervisor enjoyed talking about his tenure.

- X. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:49 p.m. was made by Trustee Martinez and seconded by Trustee Beattie followed by a roll call: Ayes: Supervisor McGuire and Trustees Martinez, Beattie, and Essick. Nays: None. Motion carried.

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



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

Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Community Health Director Kristen Smith, Emergency Services Deputy Director Lonnie Williams, Youth and Family Services Director Erin Brumfield Grima, Director of Community & Government Affairs Thomas Kuttenger, Human Services Director Ryan Dickinson, Aging Services Director Allison Stamp, Deputy Administrator Kristin Vana, Administrative Services Manager Hailey Matich, Human Services Coordinator Renee Guerrero, and Attorney Mike Airdo. Also in attendance were parents, leaders, and scouts from Scout Troop 10, Mr. and Mrs. Michael O'Dowd, and Village of Streamwood Trustee Mike Baumer.
- II. Presentation of the Colors – Scout Troop 10
- III. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag of the United States.

Supervisor McGuire asked that the Board amend the agenda to bring item C under New Business (Resolution Declaring February 8 as Scouting Day) forward in the agenda to under Presentations. Trustee Beattie moved that the Board move item C under New Business forward to under Presentations; motion seconded by Trustee Martinez. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez, and Essick. Nays: None. Motion carried.

- IV. 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.
- V. Presentations:
 - A. (Item C from under New Business): Resolution Declaring February 8 as Scouting Day: Trustee Beattie moved that the Board approve the resolution declaring February 8 as Scouting Day in Hanover Township; Trustee Essick seconded the motion. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez, and Essick. Nays: None. Motion carried.
 - B. The Board welcomed E7 SFC Michael P. O'Dowd of Streamwood into the Hanover Township Veterans Honor Roll. SFC O'Dowd served in the U.S. Air Force from 1980 to 2001 and received the Presidential Award and is currently retired from the Department of Defense. His name will be added to the plaques of past honored veterans and to the permanent record in the Clerk's office.
 - C. Mr. Randy Bruce Sandman of Elgin was also recognized by the Board and welcomed into the Veterans Honor Roll. He served in the U.S. Navy achieving the rank of CA/E2 and served from 1971 to 1977. His name will also be added to the plaques of past honored veterans and to the permanent record in the Clerk's office. He could not attend this evening's meeting.

Supervisor McGuire asked for a moment of silence to honor the late William "Bill" Berquist, a stalwart Streamwood Celebration parade coordinator for many years with his late wife, Diane Berquist, who passed away this week. Also, keep the family of Mike Landt in your thoughts, as he passed away this week, as well.

- VI. Reports:
 - A. Supervisor's Report: Supervisor McGuire noted that the food pantry patron numbers are up lately, but that the community is responding in kind. Happy Birthday to Director Brumfield Grima!
 - B. Clerk's Report: Clerk Dolan Baumer reported that she attended the Township Officials of Cook

County Board meeting on Thursday. The TOCC Annual Conference would be held on June 18 at the Donald A. Stevens Convention Center. The TOCC Clerks Association meeting would be held at L. Woods on Thursday, February 5 at 6:30 PM; representatives from the County Clerk's office will provide an update on the Clerk's office and upcoming election. She also reported that she administered the oath of office to Chief Deputy Assessor Faiza Rahim.

- C. Assessor's Report: Assessor Moinuddin reported that the Hanover Township Assessor's office is open for appeals through February 18, 2026.
- D. Trustee Committee Liaison Reports: The Trustees offered no reports.
- E. Department Reports: Department reports were submitted for review by the Board for December 2025; highlights since then included Director Hanson who reported that painting in Youth and Family Services walls and trim is projected to be completed this week. The Senior Center washrooms and hall would be next with Performance Flooring redoing the floors and fixtures. The resignation was accepted with regret from Peter Martins and a posting will be ready by early next week to fill the position. In Director Crew's absence (he is on vacation), Chief Deputy Williams provided a report noting that the Hanover Township Emergency Services 2026 Academy has ten candidates. The Director has been invited to present best practices on the ATS program with area villages. The drone software grant application is pending. The department is performing active threat training for staff this month. On January 24, the unit celebrated the life of the late Mike Landt, an active Emergency Services member. With the changes in the SNAP benefit, more residents are participating in the food pantry and other duties, as required service hours in order to receive those benefits, reported Director Dickinson. She met with staff from Business and Career Services to explore a partnership focused on referrals and employment support for residents and clients. BCS would host a table twice a month at the Community Center during March to promote the upcoming job fair. The annual spring special food distribution event would be held on March 25 and is sponsored by Immanuel United Church of Christ of Streamwood. The Board welcomed Human Services Coordinator Renee Guerrero to Hanover Township. Director Brumfield Grima reported that the Clinical Manager position has been filled by Ms Clara Siebert. Staff accompanied Operation Snowball high school leaders to the mid-year conference in Bloomington-Normal. The next Snowball event is March 21 to be hosted by Hanover Township Youth and Family Services. The Director co-facilitated the Cook County Health Department's Region 7 Workgroup meeting for Behavioral Health Services for Children, Youth and Families on January 20; the meeting focused on how to advance collaborative work to expand access to evidence informed, trauma-competent, culturally, and linguistically responsive treatment, support and recovery services. In January, she also attended the Enriching Partnerships for Early Learning Full Collaborative meeting to address early learning needs in the community. The spring family friendly event is scheduled for March 28. Student Government Day is scheduled for April 23, 2026. The Senior Citizens Services Committee Paczki Day is February 17; get your orders in today, reported Aging Services Director Stamp. The digital literacy learning event was a success and overall, programming, including travel programming, is up markedly. The newly instituted birthday program has been received well by the Meal on Wheels clients. Director Smith reported that all donated radon kits have been distributed and that the residents were very interested in learning about the dangers of undetected radon. Cholesterol screenings would be held throughout February. On February 28, the department would offer cardio screenings in collaboration with Senator Castro's office. Administrative Services Manager Matich reported that the Hanover Township Mental Health Board awarded \$1.2 million to 34 agencies during the Mental Health Board meeting in January. She and Deputy Vana met with the Human Services County for information exchange and learning. Director

Kuttenberg reported that he met with Congressman Krishnamoorthi for an open discussion promoting townships. He further reported that County President Preckwinkle is interested in working closer with Hanover Township. The Izaak Walton grant is on track to be received by the Township. The Supervisor's Community Service Award applications are available online. Deputy Vana reported that a resident services specialist is to be hired and thanked staff for covering while the position has been vacant. Supportive Housing Services Coordinator Julie Kappas met with several new tenants of Hanover Landing to welcome them to the community. The Board congratulated the recipients of the three awards that were presented during the annual employee appreciation luncheon in January.

- V. Paying: Administrator Barr presented the bills for payment from January 6, 2026 through January 30, 2026 as follows:

a. Town	\$103,091.82
b. Senior Services	63,348.05
c. General Assistance	93,531.27
d. Committee for Senior Citizens Services	65.92
e. Mental Health Board	39,112.00
f. Vehicle	200.00
g. Capital	<u>43,176.41</u>
Total	<u>\$365,685.83</u>

A motion was made by Trustee Martinez and seconded by Trustee Beattie to approve payment of the bills as presented from January 6, 2026 through January 30, 2026. Roll call: Ayes: Supervisor McGuire and Trustees Martinez, Beattie, and Essick. Nays: None. Motion carried and the bills will be paid.

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

- VII. New Business:

- A. Board Meeting Minutes of January 6, 2026: Supervisor McGuire asked the Board to table the approval of the January 6, 2026 minutes to February 17; Trustee Essick moved that the Board table the approval of the January 6, 2026 Board meeting minutes; Trustee Beattie seconded the motion followed by a roll call vote: Ayes: Trustees Beattie, Martinez, and Essick, and Supervisor McGuire. Motion carried.
- B. Resolution Declaring February as Black History Month: Trustee Beattie moved that the Board approve the resolution declaring February as Black History Month in Hanover Township; the motion was seconded by Trustee Martinez and followed by a roll call vote. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez, and Essick. Nays: None. Motion carried.
- C. Resolution Declaring February 8 as Scouting Day: moved to item A under Presentations per earlier motion.
- D. Resolution to Approve a Mutual Aid Agreement with the Village of Barrington: Trustee Essick moved that the Board approve resolution 020326 approving of a mutual aid agreement with the Village of Barrington for its fire department, police department, and emergency management; Trustee Martinez seconded the motion. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez and Essick. Nays: None. Motion carried.
- E. Resolution to Approve First Amendment to the Annexation and Development Agreement with the Village of Bartlett: Trustee Beattie moved that the Board approve resolution 0203261 approving of the first amendment to the Annexation and Development agreement with the Village of Bartlett; Trustee Martinez seconded the

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

- F. Resolution to Approve an Amendment to the Professional Services Agreement with Thomas Engineering Group, LLC: Trustee Essick moved that the Board approve resolution 0203262 approving of an amendment to the professional services agreement with Thomas Engineering Group, LLC for the Tiknis Expansion Project. Trustee Beattie seconded the motion. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez and Essick. Nays: None. Motion carried.
 - G. Resolution to Approve a Change Order to the Hanover Township Tiknis Campus Expansion Native Stewardship and Restoration Project Agreement: Trustee Beattie moved that the Board approve resolution 0203263 approving a change order to the Hanover Township Tiknis Campus Expansion Native Stewardship and Restoration Project agreement between Hanover Township and Bluestem Ecological Services. Trustee Martinez seconded the motion. Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez and Essick. Nays: None. Motion carried.
 - H. Update from the Department of Community Affairs: Director Kuttentberg presented an update on the activities and future projects of the Community Affairs department. He introduced the team that makes up the department including himself, Communications Coordinator Celeste Smith, and Intern Karla Alvarez. He outlined the methods of communication created and monitored by the department, including Hanover Happenings, social media, lobby and Route 59 digital displays, news media and press releases, flyers and brochures, e-newsletters and blasts, and the website. Outreach and engagement is another key area of work in the department and they reach out to homeowner associations, local governments, chambers of commerce, and other community groups, as well as organize the Fall Food Truck Festival, the Supervisor's Community Service Awards and the heritage marker program, which has 13 markers and one scheduled to be dedicated this summer. There are many other opportunities that the department has offered its service including troubleshooting and general inquiries whether about the Township or not. Goals for FY27 for the department include the integration of AI tools, research on federal and state actions that may adversely affect our residents.
- VIII. Executive Session: Trustee Essick moved that the Board go into Executive Session pursuant to section 2c11 to consider litigation, when an action against, affecting, or on behalf of the Township has been filed and is pending before a court or administrative tribunal, or when the Township finds that an action is probable or imminent, of the Illinois Open Meetings Act. Trustee Martinez seconded the motion. Roll call: Ayes: Trustees Beattie, Martinez and Essick, and Supervisor McGuire. Nays: None. Motion carried and the Supervisor excused staff from the meeting at 8:06 p.m.
- At 8:28 p.m., the Board members returned from Executive Session and the Supervisor gavelled the meeting to order; present by roll call were Trustees Beattie, Martinez and Essick, and Supervisor McGuire.
- IX. Other Business: Administrator Barr reported that the Village of Barlett Board approved the annexation and development agreement on a consent agenda at this evening's meeting. He also noted that the Board thanked Hanover Township Emergency Services for their support during the January 26 incident where a Barlett public works employee was clearing snow over the train tracks and was killed when a Metro train ran into the plow he was operating.
 - X. Adjournment: There being no further business to come before this Board, a motion to adjourn at 8:29 p.m. was made by Trustee Beattie and seconded by Trustee Martinez followed by a roll call: Ayes: Supervisor McGuire and Trustees Martinez, Beattie, and Essick. Nays: None. Motion carried.

Minutes of a Meeting of the Hanover Township Board
Tuesday, February 3, 2026
Page 5

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

Hanover Township

Tentative Budget and Appropriation Ordinance

Ordinance

AN ORDINANCE MAKING APPROPRIATIONS TO DEFRAY EXPENDITURES FOR
THE TOWNSHIP OF HANOVER, COOK COUNTY, ILLINOIS,
FOR THE FISCAL YEAR BEGINNING **APRIL 1, 2026** AND ENDING **MARCH 31, 2027**.
BE IT ORDAINED BY THE BOARD OF TRUSTEES, TOWNSHIP OF HANOVER, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: THAT THE FOLLOWING BUDGET, CONTAINING AN ESTIMATE OF REVENUES AND
EXPENDITURES, IS HEREBY ADOPTED FOR THE FOLLOWING FUNDS: TOWN FUND, SENIOR CITIZEN
SERVICES FUND, WELFARE SERVICES FUND, MENTAL HEALTH FUND, COMMITTEE FOR SENIOR SERVICES FUND,
ROAD FUND, RETIREMENT FUND, VEHICLE REPLACEMENT FUND AND CAPITAL PROJECTS FUND FOR THE FISCAL
YEAR MENTIONED ABOVE, AND SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER THIS DATE.

1. GENERAL TOWN FUND

Beginning Balance April 1, 2026		3,490,219
Estimated Revenues		
3000	Property Tax	5,039,800
3100	Replacement Tax	39,000
3250	Interest Income	60,000
3300	Other Income	5,000
3360	Disability Services Income	35,400
3350	Rent	3,500
3420	MHB/Office Charges	4,500
3430	YFS - Therapy Fees	36,000
3440	YFS - Tutoring Fees	6,000
3445	YFS - MHB Contracts	123,500
3770	Emergency Services Conference	1,100
3450	Community Health Fees	20,000
3452	FRWRD IGA	125,000
3451	Community Affairs Revenue	14,000
3952	Passport Fees	220,000
Total Estimated Revenues		5,732,800
Total Estimated Funds Available		9,223,019
Budgeted Expenditures		
	Administrative Services	2,902,375
	Community Affairs	350,700
	Emergency Services	275,750
	Assessor's Office	173,650
	Facilities Division	766,400
	Community Health	225,725
	Youth and Family Services	1,338,200
Total Expenditures/Appropriations		6,032,800
Estimated Cash on Hand March 31, 2027		3,190,219
Expenditures/Appropriations		
4301	Compensation of Officials	91,250
Town Hall Administration Expense		
4401	Postage	4,200
4404	Office Supplies	6,750
4406	Printing	7,500
4408	Salaries	635,000
4412	Travel	5,175
4414	Memberships, Subs, Pubs	12,500
4420	Pre-Employment Charges	1,500
4424	Education & Training	40,000
4429	Miscellaneous	10,000
4520	Consulting Fees	20,000
4530	Financial Administration	68,000
4531	Community Affairs	8,000
4534	Passport Services	17,500
4535	Legal Notices	1,000
4536	Bank Fees	5,500
4560	Contingency	50,000
4591	Health Insurance	61,300
4592	Dental, Vision & Life Insurance	4,200
4593	Unemployment	3,650
4594	IMRF Expense	27,150
4595	FICA Expense	19,400
4596	Ancillary Benefits	15,700
Total Town Hall Administration Expense		1,024,025

Town Hall Expense			
4402	Telephone	8,000	
4403	Utilities	23,000	
4404	Internet Access	13,000	
4405	Equipment Rental	7,000	
Total Town Hall Expense			51,000
Legal/Auditing			
4501	Auditing	15,000	
4502	Legal Services	208,000	
Total Legal/Auditing			223,000
Insurance & Employee Benefits			
4411	Employee Assistance Program	2,000	
4503	General Insurance	225,000	
4507	Flex Plan & 457 Plan	3,000	
4508	Employee Referral Program	4,000	
4514	Employee Recognition	5,000	
4513	Employee Wellness	8,000	
Total Ins & Employee Benefits			247,000
Capital Expenditures & Transfers			
4410	Equipment Purchase	20,000	
4430	Computer Equipment, Software & Support	190,000	
4540	Facility Lease	1,100	
4541	Transfer to Vehicle Fund	200,000	
4547	Transfer to Capital Fund	855,000	
Total Capital Expenditures & Transfers			1,266,100
Total Administrative Services			2,902,375
Community Affairs			
4608	Salaries	174,000	
4611	Education & Training	2,200	
4614	Printing	700	
4615	Postage	550	
4617	Equipment & Furniture	1,300	
4619	Office Supplies	1,300	
4623	Phone & Internet	600	
4624	Travel	2,400	
4625	Communications	48,000	
4626	Community Service Awards	3,500	
4627	Community Affairs	6,500	
4628	Historical Marker Program	1,600	
4629	Dues & Subscriptions	750	
4631	Community Festivals	24,000	
4632	Miscellaneous	1,000	
4633	Social Media Archive and Distribution	4,000	
4634	Technology Application	1,000	
4636	Website Services	27,300	
4637	Website Accessibility Software	10,500	
4691	Health Insurance	24,350	
4692	Dental, Vision & Life Insurance	1,400	
4693	Unemployment	1,250	
4694	IMRF Expense	7,150	
4695	FICA Expense	5,350	
Total Community Affairs			350,700

Emergency Services			
4801	Salaries	99,100	
4802	Equipment	32,000	
4803	Uniforms	8,500	
4804	Printing	1,500	
4805	Postage	100	
4806	Office Supplies	1,500	
4807	Miscellaneous	1,000	
4808	Education & Training	20,500	
4809	Volunteer Screening	6,500	
4810	Travel	1,000	
4811	Station Utilities	13,650	
4812	Volunteer Appreciation	9,500	
4813	Vehicle Fuel & Maintenance	26,000	
4814	Communications & Dispatch	24,000	
4815	Software	5,000	
4891	Health Insurance	17,400	
4892	Dental, Vision & Life Insurance	700	
4893	Unemployment	400	
4894	IMRF Expense	4,350	
4895	FICA Expense	3,050	
Total Emergency Services			275,750
Assessor's Office			
4405	Office Supplies	3,000	
4407	Printing	650	
4409	Salaries	118,000	
4411	Equipment	3,000	
4413	Travel	3,000	
4415	Dues, Subs & Publications	3,000	
4419	Training	5,000	
4426	Miscellaneous	1,000	
4433	Professional Services	250	
4491	Health Insurance	24,700	
4492	Dental, Vision & Life Insurance	1,400	
4493	Unemployment	850	
4494	IMRF Expense	5,200	
4495	FICA Expense	3,600	
4525	Communications	1,000	
Total Assessor's Office			173,650
Facilities Division			
4200	Salaries	415,000	
4202	Office Supplies	400	
4205	Janitorial Supplies	12,000	
4209	Building Contracts	20,000	
4210	Building Maintenance - Town	7,000	
4211	Building Maintenance - Senior	9,000	
4212	Building Maintenance - Astor	5,000	
4213	Equipment Maintenance - Town	5,000	
4214	Equipment Maintenance - Senior	25,000	
4215	Equipment Maintenance - Astor	2,200	
4216	Equipment	5,000	
4217	Education & Training	4,000	
4218	Vehicle Maintenance	7,000	
4219	Vehicle Fuel	9,000	
4220	Seasonal Projects Assistance	28,000	
4221	Cell Phone / Communications	5,000	
4222	Trash Removal - Town	2,000	
4223	Trash Removal - Senior	2,500	
4225	Grounds/Reserve Maintenance	28,000	
4226	Uniforms	1,500	
4227	Miscellaneous	1,000	
4228	Building Maintenance - Izaak	3,000	
4229	Equipment Maintenance - Izaak	2,000	
4230	Trash Removal - Izaak	1,000	
4231	Dues & Subscription	1,000	
4232	Work Order Software	8,500	
4233	Recruitment & Pre Employment	1,000	
4234	Building Maintenance - ES Station	3,000	
4235	Equipment Maintenance - ES Station	3,500	
4291	Health Insurance	105,000	
4292	Dental, Vision & Life Insurance	5,700	
4293	Unemployment	5,000	
4294	IMRF Expense	19,500	
4295	FICA Expense	14,600	
Total Facilities Division			766,400

Community Health			
4450	Salaries	157,000	
4451	Postage	300	
4452	Office Supplies	1,500	
4453	Printing	1,000	
4454	Travel & Training	2,500	
4455	Dues, Subs & Publications	650	
4456	Community Affairs	3,000	
4457	Equipment	2,500	
4459	Professional Services	4,500	
4461	Miscellaneous	1,000	
4462	License/Professional Insurance	200	
4464	Recruitment Pre Employment	500	
4465	Medical Supplies	14,000	
4466	Communications	800	
4469	Health Records Software	4,800	
4491	Health Insurance	9,100	
4492	Dental, Vision & Life Insurance	1,400	
4493	Unemployment	2,025	
4494	IMRF Expense	11,150	
4495	FICA Expense	7,800	
Total Community Health			225,725
Youth and Family Services			
Administration & Clinical			
4608	Salaries	614,000	
4611	Education & Training	6,000	
4613	Answering Service	1,200	
4614	Printing	1,000	
4615	Postage	300	
4616	Books and Journals	400	
4617	Equipment Maintenance	2,600	
4618	Psychiatric backup	9,000	
4619	Office Supplies	3,000	
4620	Community Affairs	3,500	
4621	Recruitment & Pre-Employment	4,000	
4622	Miscellaneous	500	
4623	Travel	3,000	
4624	Client Mgmt Software	4,200	
4626	Equipment and Furniture	3,000	
4628	Tutoring	29,000	
4629	Dues & Subscriptions	500	
4691	Health Insurance	86,200	
4692	Dental, Vision & Life Insurance	5,500	
4693	Unemployment	6,500	
4694	IMRF Expense	26,800	
4695	FICA Expense	19,700	
Total Administration & Clinical			829,900
Outreach & Prevention			
4627	Open Gym Program	10,000	
4628	Open Gym Salaries	180,000	
4640	Salaries	218,100	
4643	Education & Training	2,000	
4644	Travel	3,800	
4645	Printing	500	
4649	Professional Services	1,000	
4650	Program Supplies	2,000	
4651	Cell Phones	3,000	
4652	Substance Abuse Prevention Program	3,200	
4655	Transportation	300	
4656	Youth Center Equipment	3,000	
4657	Youth Center Programs	2,000	
4658	Youth Center Utilities	8,500	
4659	Youth Center Phone & Internet	3,500	
4791	Health Insurance	34,500	
4792	Dental, Vision & Life Insurance	3,450	
4793	Unemployment	5,250	
4794	IMRF Expense	11,900	
4795	FICA Expense	12,300	
Total Outreach & Prevention			508,300
Total Youth & Family Services			1,338,200
Total Town Fund Expenses/Appropriations			6,032,800

2. SENIOR CITIZEN SERVICES FUND

Beginning Balance April 1, 2026

1,435,336

Estimated Revenues

3000	Property Tax	1,435,300
3250	Interest Income	23,600
3300	Other Income	5,000
3325	AID Transportation Fees	32,500
3330	Therapy MHB Funding	60,000
3350	LIHEAP Fees	10,000
3355	Senior Health Insurance Grant	5,000
3425	Title IIIB	118,665
3426	Congregate Nutrition Grant	105,200
3450	Transfer From Road Maintenance	155,000
3455	Memory Café Grant	5,000
3500	Senior Programs	67,250
3501	Congregate Meal Donations	82,000
3331	Senior Home Care Program	55,500
3332	Caregivers Resource Grant	87,700
3504	Home Delivered Meals Grant	241,805
3505	Home Delivered Meals Donations	33,000
3507	Art Class Fees	21,000
3508	Nutrition Event Catering	2,000
3509	Lending Closet	18,000
3510	Home Delivered Meals MHB Funding	27,500
3511	Day Trips and Extended Travel	195,750
3512	Social Services Program Donation	100

Total Estimated Revenue

2,786,870

Total Estimated Funds Available

4,222,206

Total Expenditures/Appropriations

2,786,870

Estimated Cash on Hand March 31, 2027

1,435,336

Expenditures

Administration

4517	Salaries	185,900
4523	Recruitment	2,500
4524	Utilities	78,000
4525	Telephone & Internet	1,050
4527	Equipment	13,000
4528	Office Supplies	6,000
4529	Postage	2,500
4530	Printing	5,500
4534	Dues, Sub & Publications	1,100
4535	Travel	6,900
4536	Education & Training	5,000
4537	Custodial Services	18,950
4538	Community Affairs	1,200
4539	Miscellaneous	1,000
4555	Software	2,100
4541	Transfer to Capital Fund	25,000
4591	Health Insurance	33,000
4592	Dental, Vision & Life Insurance	765
4593	Unemployment	810
4594	IMRF Expense	7,900
4595	FICA Expense	5,500

Total Administration

403,675

Enrichment Programs			
4515	Programming	57,300	
4520	Volunteer Services	27,500	
4526	Senior Newsletter & Postage	10,500	
4532	Visual Arts	11,000	
4534	Program Salaries	311,000	
4566	Day Trips and Extended Travel	133,700	
4891	Health Insurance	62,450	
4892	Dental, Vision, & Unemployment	2,830	
4893	Unemployment	2,830	
4894	IMRF Expense	12,500	
4895	FICA Expense	9,500	
Total Programs			641,110
Social Services			
4516	Social Services Programs	750	
4519	Senior Assistance	3,000	
4560	Psychiatric Services	500	
4561	Salaries	431,000	
4564	Senior Health Ins Program	5,000	
4565	Memory Café	5,000	
4566	Client Software	13,900	
4567	Senior Home Care License	1,500	
4568	Caregiver Resource Center Supplies	1,000	
4569	Caregiver Resource Center Gap Filling	5,850	
4570	Caregiver Resource Center Respite	10,950	
4991	Health Insurance	81,200	
4992	Dental, Vision, & Life Insurance	5,500	
4993	Unemployment	3,210	
4994	IMRF Expense	17,100	
4995	FICA Expense	13,170	
Total Social Services			598,630
Nutrition			
5550	Nutrition Salaries	186,000	
5551	Congregate Food	87,000	
5552	Congregate Equipment	500	
5553	Congregate Supplies	13,500	
5558	Home Delivered Meals Food	157,500	
5559	Home Delivered Meals Equipment	500	
5560	Home Delivered Meals Supplies	13,800	
5561	Event Catering	500	
5562	Nutrition Software	3,600	
5791	Health Insurance	9,100	
5792	Dental, Vision & Life Insurance	700	
5793	Unemployment	2,430	
5794	IMRF Expense	7,500	
5795	FICA Expense	5,670	
Total Nutrition			488,300
Transportation			
4513	Alternative Transportation	500	
4518	Vehicle Maintenance	65,570	
4546	Salaries	423,000	
4547	Dispatch Software	21,750	
4550	Telephone	5,665	
4552	Fuel	36,000	
4553	Uniforms	500	
4555	Employee Screenings	3,210	
4691	Health Insurance	60,000	
4692	Dental, Vision & Life Insurance	5,500	
4693	Unemployment	3,645	
4694	IMRF Expense	17,215	
4695	FICA Expense	12,600	
Total Transportation			655,155
Total Senior Citizen Services Fund Appropriations			2,786,870

3. GENERAL ASSISTANCE FUND

Beginning Balance April 1, 2026			931,912
Estimated Revenues			
3000	Property Tax	517,750	
3100	Replacement Tax	6,000	
3250	Interest Income	18,000	
3300	Other Income	10,000	
3325	CEDA - LIHEAP	10,000	
Total Estimated Revenues			561,750
Total Estimated Funds Available			1,493,662
Total Expenditures/Appropriations			871,805
Estimated Cash on Hand March 31, 2027			621,857
Expenditures			
Home Relief			
4102	Rent	110,000	
4103	Utilities	20,000	
4105	Personal Essentials	20,000	
4106	Travel Expenses	8,000	
4110	Burial	1,500	
4107	Medical	25,000	
4117	Miscellaneous	100	
4119	Emergency Assistance	115,000	
Total General Assistance Home Relief			299,600
Community Health			
4215	Salaries	98,800	
4291	Health Insurance	20,750	
Total Community Health			119,550
Veterans Services			
	Veterans Services	10,000	
Total Veterans Services			10,000
Administration			
4201	Salaries	218,000	
4202	Office Supplies	5,500	
4204	Equipment	4,000	
4205	Travel & Training	4,000	
4206	Postage	200	
4210	Printing	1,500	
4212	Dues & Publications	750	
4213	Community Affairs	2,500	
4507	Professional Services	4,500	
4509	Volunteer Appreciation	2,500	
4510	Miscellaneous	500	
4511	Phone & Internet	5,000	
4591	Health Insurance	27,300	
4592	Dental, Vision & Life Insurance	2,050	
4593	Unemployment	1,200	
4594	IMRF Expense	9,350	
4595	FICA Expense	6,500	
Total General Assistance Administration			295,350
Pantry			
4460	Salaries	62,400	
4461	Utilities	11,000	
4462	Custodial Services	19,000	
4463	Trash Removal	15,000	
4464	Equipment	25,000	
4391	Health Insurance	9,100	
4392	Dental, Vision & Life Insurance	700	
4393	Unemployment	405	
4394	IMRF Expense	2,750	
4395	FICA Expense	1,950	
Total Pantry			147,305
Total General Assistance Fund Appropriations			871,805

4. COMMITTEE FOR SENIOR SERVICES

Beginning Balance April 1, 2026		80,090
Estimated Revenues		
3600	Gift Shop	20,000
3605	Soda/Snack Vending	3,000
3610	Party/Bingo Raffles	1,000
3625	Restaurant Fundraisers	700
3630	Special Events	1,500
3635	Interest	1,500
Total Estimated Revenues		<u>27,700</u>
Total Estimated Funds Available		107,790
Total Expenditures/Appropriations		<u>40,000</u>
Estimated Cash on Hand March 31, 2027		67,790
Expenditures		
5100	Gift Shop	3,000
5105	Soda/Snack Vending	3,000
5110	Gift Cards	4,000
5115	Social Services Support	1,000
5130	Raffle Expense	100
5135	Bingo Expense	1,000
5140	Transportation and Programming	20,000
5145	Special Events	2,000
5155	Scholarship	1,000
5165	Community Relations	2,000
5170	Miscellaneous	1,400
5175	Special Projects	1,500
Total Committee for Senior Services		40,000

5. MENTAL HEALTH FUND

Beginning Balance April 1, 2026		1,699,406
Estimated Revenues		
3000	Property Tax	1,616,588
3100	Replacement Tax	15,600
3250	Interest Income	20,000
3300	Other Income	1,000
3850	Tide Transportation Fee	5,000
3950	AID Transportation Fees	1,000
Total Estimated Revenues		1,659,188
Total Estimated Funds Available		3,358,594
Budgeted Expenditures		
	Service Contracts	1,775,500
	Administration	119,500
Total Expenditures/Appropriations		1,895,000
Mental Health Fund		
Estimated Cash on Hand March 31, 2027		1,463,594
Expenditures		
Service Contracts		
4100	CAC Forensic and Advocacy	20,000
4102	CAC Mental Health Services	10,000
4103	CAC Safe from the Start	25,000
4104	CCC Shelter	25,000
4105	CCC Counsel	25,000
4108	AID Supportive Employment	40,000
4113	Clearbrook Day Services	10,000
4123	Easter Seals	80,000
4130	Northwest CASA	15,000
4131	AID Transportation	32,500
4132	Ecker Behavioraal Health Services	25,000
4133	Ecker Crisis Services	90,000
4136	HTYFS Psychiatric Back-up	9,000
4137	HTYFS Alt. to Suspension	28,000
4138	Contract Support Services	140,000
4139	HTYFS Substance Abuse	52,500
4141	Shelter Inc Healthy Families	2,500
4142	Centro de Informacion	57,500
4148	FSA Therapy Services	52,000
4158	Summitt Center	18,000
4162	TIDE Transportation	18,000
4165	Alexian / Ascension - Psych	27,000
4166	PADS of Elgin	25,000
4167	HTSS - Senior MH	60,000
4175	WINGS Transitional Shelter	9,000
4177	Staff Development Fund	30,000
4179	Challenge Grant Fund	50,000
4180	Capital Grant Fund	160,000
4185	Little City Foundation	15,000
4190	Maryville Academy	21,000
4200	Kenneth Young Center	15,000
4201	Journeys - Hope Center	2,500
4203	Clearbrook - Residential	12,500
4204	Eater Seals: Family Support	20,000
4205	Mental Health Housing	145,000
4207	Girl Scouts of Northern IL - Outreach	20,000
4208	About Change Recovery	20,000
4210	Ray Graham Association	44,000
4221	HTSS Home Delivered Meals	27,500
4222	HTYFS Bilingual Therapist	34,000
4223	Marklund	30,000
4225	Community Alternatives Unlimited	15,000
4226	Fellowship Housing	2,500
4228	HTAS Senior in Home Care	44,000
4229	Partners In Our Communities	15,000
4400	Community Crisis Center Childrens	7,500
4401	Community Crisis Economic Crisis	2,500
4402	Kenneth Young Center MCR	8,000
4403	Gigi's Playhouse	25,000
4404	Haymarket	5,500
4405	Consumer Credit Counseling	5,000
4406	Hopeful Beginnings	60,000
4407	Enriched Partnershipd for Early Learning	15,000
4408	Fox Valley Hands of Hope	25,000
4409	Special Leisue Services Foundation	3,000
Total Service Contracts		1,775,500

Administration			
4001	Hanover Township Services	4,500	
4002	Legal	10,000	
4005	Training	1,000	
4006	Travel	1,000	
4008	Subscriptions & Publications	150	
4009	Salaries	65,200	
4012	Office Supplies	1,500	
4013	Postage	1,000	
4014	Equip / Database	4,500	
4537	Community Relations	2,500	
4538	Miscellaneous	500	
4539	Dues	4,000	
4540	Special Events	1,000	
4541	Printing	4,000	
4544	Consultants	3,000	
4591	Health Insurance	9,100	
4592	Dental, Vision and Life Insurance	700	
4593	Unemployment	450	
4594	IMRF Expense	3,000	
4595	FICA Expense	2,400	
Total Administration			119,500
Total Mental Health Fund Appropriations			1,895,000

6. ROAD FUND**Beginning Balance April 1, 2026**

777,784

Estimated Revenues

3000	Property Tax	954,100
3100	Replacement Tax	56,000
3250	Interest Income	20,000
3255	Grants	250,000
3300	Permits and Fines	1,000
3400	Traffic Enforcement Fees	1,000
3500	Other	2,000

Total Estimated Revenues		1,284,100
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Total Estimated Funds Available		2,061,884
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Budgeted Expenditures

Road Maintenance	1,274,500
Equipment	151,500
Bridge Maintenance	250,000
Buildings	40,000
Administration/Transfers*	309,300

Total Expenditures/Appropriations		2,025,300
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Estimated Cash on Hand March 31, 2027

36,584

Expenditures

Road Maintenance

4600	Controlled Substance Test	1,500
4601	Salaries	240,000
4602	Operating Supplies & Materials	30,000
4603	Fuel	20,000
4606	Engineering	75,000
4607	Contract Work	800,000
4610	Street Lighting	8,000
4614	Signs, Stripping & Tree Removal	25,000
4616	Salt	75,000

1,274,500

Total Road Maintenance

Equipment

4604	Machine Rental	1,500
4608	Equipment Purchase	100,000
4609	Maintenance Vehicles & Equip	50,000

Total Equipment		151,500
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Bridge Maintenance

4615	Bridge Repair and Maintenance	250,000
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Total Bridge Maintenance		250,000
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Buildings

4612	Buildings & Perm Improvement	15,000
4613	Building Maintenance	5,000
4619	Garage Lease	20,000

Total Buildings		40,000
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Administration

4700	Postage	750
4701	Legal	20,000
4702	Liability Insurance	33,000
4704	Phone and Data	1,000
4705	Dues, Subscriptions & Publications	1,000
4706	Travel	750
4707	Printing	500
4708	Training & Conferences	1,500
4709	Uniforms and Safety Equipment	1,500
4710	Community Affaris	4,000
4711	Utilities	7,000
4712	Miscellaneous	1,000
4713	Recruitment	1,000
4714	Office Supplies	500
4716	Transfer to Sr Transportation*	155,000
4717	Transfer to Vehicle Fund*	30,000
4791	Health Insurance	29,100
4792	Dental, Vision & Life Insurance	1,900
4793	Unemployment	3,600
4794	IMRF Expense	8,900
4795	FICA Expense	7,300

Total Administration		309,300
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* To be spent for direct costs of senior citizen transportation programs pursuant to 605 ILCS 5/6-131, 60 ILCS 1/85-13 and ILCS 1/220-10

Total Road Fund Appropriations		2,025,300
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7. IMRF FUND

Beginning Balance April 1, 2026		127,861
Estimated Revenues		
3000 Property Tax	244,000	
3250 Interest Income	1,800	
Total Estimated Revenues		<u>245,800</u>
Total Estimated Funds Available		373,661
Budgeted Expenditures/Appropriations		
4508 IMRF	245,800	
Total Expenditures/Appropriations		<u>245,800</u>
Estimated Cash on Hand March 31, 2027		127,861

8. SOCIAL SECURITY FUND

Beginning Balance April 1, 2026		79,848
Estimated Revenues		
3000 Property Tax	198,100	
3250 Interest Income	1,000	
Total Estimated Revenues		<u>199,100</u>
Total Estimated Funds Available		278,948
Budgeted Expenditures/Appropriations		
4522 Social Security	199,100	
Total Expenditures/Appropriations		<u>199,100</u>
Estimated Cash on Hand March 31, 2027		79,848

9. VEHICLE REPLACEMENT FUND

Beginning Balance April 1, 2026		725,352
Estimated Revenues		
3250 Interest Income	12,000	
3440 Bus Fares & Donations	8,000	
3450 Transfer from Road Maintenance*	30,000	
3460 Transfer from Town Fund	200,000	
Total Estimated Revenues		<u>250,000</u>
Total Estimated Funds Available		975,352
Budgeted Expenditures		
4408 Vehicle Purchase	125,000	
4540 Senior Bus Purchase	130,000	
Total Expenditures/Appropriations		<u>255,000</u>
Estimated Cash on Hand March 31, 2027		720,352

* To be spent for direct costs of senior citizen transportation programs pursuant to 605 ILCS 5/6-131, 60 ILCS 1/85-13 and ILCS 1/220-10

10. CAPITAL PROJECTS FUND

Beginning Balance April 1, 2026		625,235
Estimated Revenues		
3445 Grant	1,700,000	
3450 From Senior Services Fund	25,000	
3455 From Town Fund	855,000	
Total Estimated Revenues		<u>2,580,000</u>
Total Estimated Funds Available		3,205,235
Budgeted Expenditures		
4414 Tiknis Campus Expansion	1,400,000	
4415 Senior Center Improvements	25,000	
4417 Senior Center HVAC Project	500,000	
4420 Izaak Walton Reserve Improvements	600,000	
4425 Building & Permanent Improvements	250,000	
4430 Loan Repayment	660,000	
Total Expenditures/Appropriations		<u>3,435,000</u>
Estimated Cash on Hand March 31, 2027		(229,765)

SECTION 2: THAT THE AMOUNTS APPROPRIATED FOR TOWNSHIP PURPOSES
FOR THE FISCAL YEAR ENDING MARCH 31, 2027, BY FUND IS:

GENERAL TOWN FUND	6,032,800
SENIOR CITIZEN SERVICES FUND	2,786,870
GENERAL ASSISTANCE FUND	871,805
MENTAL HEALTH FUND	1,895,000
COMMITTEE FOR SENIOR SERVICES	40,000
ROAD FUND	2,025,300
IMRF FUND	245,800
FICA FUND	199,100
VEHICLE REPLACEMENT FUND	255,000
CAPITAL PROJECTS FUND	3,435,000

TOTAL APPROPRIATIONS 17,786,675

SECTION 3: THAT EACH TOTAL IS DIVIDED AMONG THE SEVERAL OBJECTS AND PURPOSES
SPECIFIED AND IN PARTICULAR AMOUNTS STATED FOR EACH FUND RESPECTIVELY IN
SECTION 1, CONSTITUTING THE TOTAL APPROPRIATION IN THE AMOUNT OF
Seventeen Million Seven Hundred Eighty Six Thousand Six Hundred Seventy Five
(\$17,786,675) FOR THE FISCAL YEAR ENDING MARCH 31, 2027.

SECTION 4: THAT IF ANY SECTION, SUBDIVISION, OR SENTENCE OF THIS ORDINANCE SHALL
FOR ANY REASON BE HELD INVALID, SUCH DECISION SHALL NOT AFFECT THE VALIDITY
OF THE REMAINING PORTIONS OF THIS ORDINANCE.

SECTION 5: THAT SECTION 2 SHALL BE AND IS THE ANNUAL APPROPRIATION ORDINANCE
OF THIS TOWNSHIP, PASSED BY THE BOARD OF TRUSTEES AS REQUIRED BY LAW, AND SHALL
BE IN FULL FORCE AND EFFECT FROM AND AFTER THIS DATE.

SECTION 6: THAT A CERTIFIED COPY OF THIS BUDGET AND APPROPRIATION ORDINANCE
MUST BE FILED WITH THE COOK COUNTY CLERK WITHIN 30 DAYS AFTER ITS ADOPTION.

ADOPTED ON FEBRUARY 17, 2026 AT HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS,
BY THE HANOVER TOWNSHIP BOARD OF TRUSTEES BY ROLL CALL VOTE.

Ayes _____
Nays _____
Absent _____

Supervisor

Township Clerk

CERTIFICATION

I, Kathleen Dolan Baumer , do hereby certify that I am Clerk of the Hanover Township,
Cook County, Illinois and that the foregoing is a true, correct and exact copy
of Ordinance No. 2026-_____ adopted and approved by the Board of Trustees of
said Township at the regular meeting, duly and legally called, and held February 17, 2026, as
the same appears in the records in my possession and custody as such clerk.

Dated this February 17, 2026

Township Clerk

RESOLUTION _____

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

This Agreement for Services is made this 1st day of April, 2026 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 \$34,000 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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Youth
and Family Services:

Hanover Township Youth and Family
Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Erin Brumfield Grima
Youth and Family Services
Director

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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$34,000**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$8,500
07/01/2026 – 09/30/2026	\$8,500
10/01/2026 – 12/31/2026	\$8,500
01/01/2027 – 03/31/2027	\$8,500

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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Youth
and Family Services:

Hanover Township Youth and
Family Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Erin Brumfield Grima
Youth and Family Services
Director

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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Youth
and Family Services:

Hanover Township Youth and Family
Services

250 South Route 59
Bartlett, Illinois, 60103
Attention: Erin Brumfield Grima
Youth and Family Services
Director

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 on 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$28,000**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$7,000
07/01/2026 – 09/30/2026	\$7,000
10/01/2026 – 12/31/2026	\$7,000
01/01/2027 – 03/31/2027	\$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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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 \$60,000 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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Aging
Services:

Hanover Township Aging Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Allison Stamp,
Aging Services Director

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 or 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$60,000**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$15,000
07/01/2026 – 09/30/2026	\$15,000
10/01/2026 – 12/31/2026	\$15,000
01/01/2027 – 03/31/2027	\$15,000

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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Aging
Services:

Hanover Township Aging Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Allison Stamp,
Aging Services Director

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 or 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$27,500**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$6,875
07/01/2026 – 09/30/2026	\$6,875
10/01/2026 – 12/31/2026	\$6,875
01/01/2027 – 03/31/2027	\$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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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 \$44,000 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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Aging
Services:

Hanover Township Aging Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Allison Stamp,
Aging Services Director

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 or 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$44,000**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$11,000
07/01/2026 – 09/30/2026	\$11,000
10/01/2026 – 12/31/2026	\$11,000
01/01/2027 – 03/31/2027	\$11,000

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: February 17, 2026

APPROVED: February 17, 2026

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 February 17, 2026, and approved on February 17, 2026, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Agreement for Services

Fiscal Year – April 1, 2026 through March 31, 2027

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' 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' 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' 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' 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
Hailey Matich,
Administrative Services Manager

If to Hanover Township Youth
and Family Services:

Hanover Township Youth and
Family Services
250 South Route 59
Bartlett, Illinois, 60103
Attention: Erin Brumfield Grima
Youth and Family Services
Director

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' 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' 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' 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' 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' 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' 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' 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' 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' 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' 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 27 Funding Total: \$52,500**

Quarterly Fund Disbursements	Amount
04/01/2026 – 06/30/2026	\$13,125
07/01/2026 – 09/30/2026	\$13,125
10/01/2026 – 12/31/2026	\$13,125
01/01/2027 – 03/31/2027	\$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.