



240 S. Route 59, Bartlett, Illinois 60103

Regular Meeting of Town Board  
September 1, 2009  
7:00 PM

### AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Town Hall (Public Comments)
- V. Presentations
  - A. Veteran's Honor Roll
    1. PO3 Daniel D. Dennis, U.S. Navy
  - B. Operation Support Our Troops Video
- VI. Supervisor's Report
- VII. Clerk's Report
  - A. Approve Regular Meeting Minutes of August 18, 2009
- VIII. Highway Commissioner's Report
- IX. Assessor's Report
- X. Trustee Liaison Reports
- XI. Treasurer's Report
- XII. Bill Paying
- XIII. Old Business
- XIV. New Business
  - A. Selection of Website Vendor and Authorization to Begin Contract Negotiations
  - B. Approval of Phone System Maintenance Agreement with AIS
  - C. Approval of Senior Services Consultant Agreement
  - D. Reconsideration of CEDA Agreements
- XV. Executive Session
- XVI. Other Business
- XVII. Adjournment

**Hanover Township**  
Board Audit Report  
From 08/19/09 to 09/1/09

|                           |                          |
|---------------------------|--------------------------|
| Total Town Fund           | 50,334.67                |
| Total Senior Center       | 18,937.01                |
| Total Welfare Services    | 9,815.93                 |
| Total Road and Bridge     | 5,718.25                 |
| Total Mental Health Board | 18,986.68                |
| Total Retirement          |                          |
| Total Vehicle             | 19,110.00                |
| Total Capital             | 1,575.00                 |
| Total All Funds           | <u><u>124,477.54</u></u> |

The above has been approved for payment this 1st day of September 2009

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee



250 South Route 59  
Bartlett, Illinois 60103-1648

• email: [hanover@hanover-township.org](mailto:hanover@hanover-township.org)  
• [www.hanover-township.org](http://www.hanover-township.org)

• Phone: 630-837-0301  
• FAX: 630-837-9064

Where Great Service Happens!

Supervisor  
**Brian P. McGuire**

Clerk  
**Katy Dolan Baumer**

Assessor  
**Thomas S. Smogolski**

Highway Commissioner  
**P. Craig Ochoa**

Trustees  
**Mary Alice Benoit**  
**William T. Burke**  
**Howard Krick**  
**Sandra Westlund-Decnihar**

Administrator  
**James C. Barr**

## Memorandum

August 26, 2009

To: Town Board

From: James C. Barr, Administrator   
John Acardo, Assistant to the Administrator 

Re: Staff Recommendation for Website Vendor

Beginning July 1, 2009, Hanover Township issued a Request for Proposal for professional services to redesign the Township's website. This request was issued to update and add new e-government services to assist residents in locating information 24 hours a day online.

On July 31, 2009, Hanover Township received six project proposals to redesign the current Township website. The six proposals were submitted and met the criteria set forth in the request. Over the past several weeks, the Website Selection Working Group has had an opportunity to review the proposals. On August 14, 2009, the Working Group interviewed several of the vendors that submitted proposals that were in line with the Township's desires for the new website.

From the six proposals, staff is recommending the Township utilize Weblinx as the website development company to design and implement a new website. If authorized, staff will negotiate a contract for Town Board consideration.

Weblinx offered a wide area of characteristics that made it the most suitable proposal for the Township's needs. Weblinx presented a reasonable cost in line with the Township's budget for development and maintenance. The proposal additionally provided a clear breakdown of all costs associated with the project.

Weblinx has a substantial listing of municipal and local government clients that were similar in nature to the size and scope of the Township. Weblinx further allows for the most flexible and customizable development of both the internal and visual components of the website including three separate homepage designs from separate members of their staff.

Should you have any questions or concerns, please do not hesitate to contact me.



## Hanover Township Website Proposal Descriptions

| Vendor Name             | Description of Proposal   | Total Cost                |
|-------------------------|---|---------------------------|
| ASPA, Inc.              | Current web site design company. Provides for limited back-end interface. Provides a process for designing an easy to navigate homepage. Limited local government cliental. Only one homepage design presented.   | <b><i>\$11,580.00</i></b> |
| Weblinx                 | Meets Township criteria. Substantial local government cliental. Design process is inclusive of Township staff and Weblinx staff, and is competitive by having three Weblinx staff develops separate and unique homepage designs that can be selected or merged. | <b><i>\$15,595.00</i></b> |
| Websolutions Technology | Provides easy to use and navigate back-end user interface. Limited local government portfolio. Only one homepage design presented.  | <b><i>\$30,675.00</i></b> |
| American Eagle          | Provides powerful back-end user solutions, extensive features, large local government and business portfolio. Features and back-end costly. Only one homepage design presented.   | <b><i>\$45,000.00</i></b> |
| Vision                  | Powerful back-end user solutions, extensive features, large local government and business portfolio. Features and back-end costly. Only one homepage design presented.  | <b><i>\$45,910.00</i></b> |
| Envision                | Powerful back-end user solutions. Provided a professional home-page design. Costly for back-end user interface and for necessary features on website. Only one homepage design presented.   | <b><i>\$83,427.50</i></b> |

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective as of August 18, 2009 by and between Hanover Township, an Illinois township, with its principal office at 250 South Route 59, Bartlett, Illinois, 60103 (the "Township" or the "Client" or the "Owner"), and All Information Services, Inc. ("AIS" or "Contractor"), a corporation, with its principal place of business at 6325 Joliet Road, Countryside, Illinois, 60525

### RECITAL:

The Township and Contractor desire that the Township engage Contractor to provide various professional services as directed by the Township under these terms and conditions.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. SERVICES.

Contractor shall provide professional services at the direction of the Township, in accordance with this Agreement and the additional terms specified in **Exhibit A** attached hereto and expressly incorporated herein (collectively, the "Services"). Contractor shall use its best efforts to complete all work in a timely manner and in accordance with the terms and conditions herein.

#### 2. FEES AND PAYMENT.

2.1 The fees due Contractor for the Services are set forth in Exhibit A. Income tax due on income received by Contractor pursuant to this Agreement shall be the sole responsibility of Contractor. Payment for all work performed by Contractor in connection with the Services hereunder shall be made by the Township in accordance with the schedule set forth in Exhibit A, provided the Township has determined that Contractor has performed the Services in strict compliance with the terms and conditions herein, and is otherwise not in default hereunder. Contractor shall submit invoices, or other required documentation requesting payment, in accordance with Exhibit A. Except as otherwise provided hereunder, the Township shall make payment within thirty (30) days after receipt of an invoice or other required documentation. Invoices or other documentation identifying expenses to be reimbursed hereunder shall be accompanied by original receipts evidencing the relevant expenses. Contractor acknowledges that this Agreement is not an employment contract or a promise of employment, and Contractor shall not be entitled to receive a salary or any the Township employee benefits.

2.2 Notwithstanding the foregoing, any invoices may be disputed within thirty (30) days of issue date. The Township shall include a written explanation of what

portion of the bill is disputed. Any invoices disputed after thirty (30) days of issuance of said invoice will not be considered for credit issuance

2.3 Tax Exempt. The Township has provided documentation of its tax exempt status to the Contractor. Accordingly, this transaction is exempt from and the Township shall not be required to pay, any sales tax and/o similar tax.

### 3. TERM AND TERMINATION.

This Agreement is effective from and after the effective August 18, 2009 until July 31, 2010. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. This Agreement may be terminated by either party for cause upon five (5) days prior written notice, except that in the event of late payment, Contractor shall provide the Township with ten (10) days written notice and an opportunity to cure the breach by making payment within the ten (10) day notice period (the "Cure Period").

### 4. CONFIDENTIALITY.

4.1 It is anticipated that the Township will disclose to Contractor various proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Information"). Information shall include software programs, technical data, methodologies, client information and employee information.

4.2 Contractor shall employ diligent efforts to maintain the secrecy and confidentiality of all Information.

4.3 The Information may be disclosed only for purposes of the joint activity with the Township. Contractor may disclose Information to the Township Administrator and his designees who have a need to know for purposes of the joint activity of the parties hereunder.

4.4 The disclosure of Information shall not be construed to grant to Contractor any ownership or other proprietary interest in the Information. Contractor does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure.

4.5 Contractor has no obligation with respect to any Information disclosed hereunder which, Contractor can demonstrate by clear and convincing evidence: (a) was rightfully in Contractor's possession before receipt from the Township or its client other than through prior disclosure by the Township or its client; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Contractor from a third party without an obligation of confidentiality; or (d) is independently developed by Contractor; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Contractor first gives the Township notice and a reasonable opportunity to secure confidential protection of such Information.

4.6 Upon termination of this Agreement, Contractor shall (a) immediately cease using the Information, and (b) promptly deliver to the Township all tangible embodiments of the Information.

4.7 No failure or delay by the Township in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4.8 Contractor hereby agrees to indemnify and hold harmless the Township and its officials, officers, employees, and volunteers from any damage, loss, cost or liability (including legal fees and the cost of enforcing this Agreement) arising out of or resulting from any unauthorized use or disclosure by Contractor or Contractor's Agents of the Information. Contractor also acknowledges that money damages would be both incalculable and an insufficient remedy for any breach would cause the Township irreparable harm. Accordingly, Contractor agrees that, in the event of any breach or threatened breach of this Agreement, the Township, in addition to any other remedies at law or in equity which the Township may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

## 5. PROPERTY AND SECURITY.

5.1 All work products created or developed hereunder shall be the exclusive property of the Township, and Contractor hereby irrevocably assigns and transfers all right, title and interest, including all intellectual property rights, in and to such work products to the Township. Contractor irrevocably and unconditionally waives all property and other rights in all such work products. Contractor warrants that all work products of Contractor will be original, except as otherwise agreed in writing with the Township.

5.2 In the event that the Township or a client of the Township provides Contractor with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Township, and Contractor shall immediately deliver all such materials, equipment and property to the Township at the conclusion of services hereunder or at any earlier time upon demand by the Township.

5.3 Contractor shall comply with all security and access requirements pertaining to (a) the premises where services are performed and (b) all computer systems used in connection with the services.

## 6. MATERIAL INSPECTION AND RESPONSIBILITY.

Equipment, goods and materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Township's written approval must be obtained prior to delivery and/or installation.

7. NON-DISCRIMINATION.

Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

8. COMPLIANCE WITH LAW.

All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws, regulations, statutes, codes, and ordinances relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), all United States and Illinois Department of Labor rules and regulations, the Illinois Human Rights Act and all applicable Village Ordinances and Codes including, but not limited to, all applicable Building Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Township, its officials, officers, employees, and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any applicable Law, in the design, manufacturing, and/or installation of any equipment, software, goods, materials and/or the work, including but not limited to any product liability claims. This obligation shall survive the expiration and/or termination of this Agreement.

9. INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Township and its officers, officials, employees and volunteers from and against all claims, damages, losses, expenses, liens, lien rights, liabilities, judgments, and costs including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense attributable to acts or omissions of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable ("Contractor's Agents"), except to the extent attributable to the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

10. BINDING OBLIGATION AND NON-ASSIGNABILITY.

Contractor shall not assign the whole or any part of this Agreement without the written consent of the Township. All subcontractors shall be approved by the Township. Any such assignment without the Township's written consent shall be null and void.

11. INSURANCE REQUIREMENTS.

Throughout the duration of the Project Work, and the performance of any Restoration Work and/or Warranty Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

A. Commercial General Liability or Business Owners Insurance.

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

Said insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of Contractors Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; sub-subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

Hanover Township ("Owner"), and its officers, officials, employees and volunteers (collectively, the "Additional Insured") shall be included as an insured under the CGL coverage, and any umbrella and/or excess liability coverage of Contractor, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer or self-insurance providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

B. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$500,000 for bodily injury per accident, \$250,000 for bodily injury per person, and \$100,000 for property damage per accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation and Employers Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Township has not been included as an insured under the Commercial General coverage, the Contractor waives all rights against the Township, and its officers, officials, employees, volunteers, and directors for recovery of damages arising out of or incident to the Contractor's work.

D. General Insurance Provisions

i. Evidence of Insurance.

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

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

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

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

Failure to maintain the required insurance may result in termination of this Agreement.

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

ii. Acceptability of Insurers.

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

iii. Cross-Liability Coverage.

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

iv. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Township. At the option of the Township, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Township, its officers, officials, employees, and/or volunteers or be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

v. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Township, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor.

12. PREVAILING WAGES.

In the event that any Work, Repair Work, Restoration Work and/or Warranty Work performed hereunder is public work that is subject to the provisions of the Illinois Prevailing Wage Act, as amended from time to time (820 ILCS 130/01, *et seq.*) (the "Act") then Contractor and all subcontractors of every tier shall pay not less than prevailing wages to all laborers, workers and mechanics performing such work in accordance with the requirements of the Act as determined by the Illinois Department of Labor (IDOL) for Cook County, for the time period in which such Work is performed (the "Prevailing Wages") to the extent required under the Act, and Contractor shall otherwise be responsible for strict compliance with the Act.

13. WARRANTY.

Contractor shall assign all manufacturer's warranties for any equipment and/or software furnished hereunder to the Township. Notwithstanding such assignments, Contractor expressly warrants to the Township that all equipment, software, goods, materials and all labor furnished on or for the Work will be free from defects, and Contractor shall repair and/or replace such defective Computer System and/or Work, at no cost to the

Township for a period of one (1) year commencing upon the completion of the Work and acceptance of same by the Township (the "Warranty Period"). All Warranty Work shall be performed by a certified technician to work on the phone and/or computer system within five (5) days of Contractors receipt of notice from the Township (the "Warranty Completion Dates"), and in accordance with all applicable Laws. Warranty work shall be performed on site if necessary to avoid disruption in the Township's phone and/or computer system.

14. DEFAULT.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of paragraph 18.

15. NOTICE.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service or via certified mail, return receipt requested, postage prepaid to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) by personal delivery; or (3) via facsimile effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to AIS: All Information Services, Inc.  
Attention: Jeffrey Pieta  
6325 Joliet Road  
Countryside, Illinois, 60525  
Fax: \_\_\_\_\_

If to the Township: Hanover Township  
Attention: Township Administrator  
250 South Route 59  
Bartlett, Illinois, 60103  
Fax: 630 – 837-9064

With a copy to: Laurence J. Mraz  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Fax: 630 – 529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

16. LICENSES.

Contractor shall furnish all software licenses necessary for any computer work performed hereunder at no additional cost to the Township. With regards to any software furnished by Contractor hereunder (the "Software"), Contractor represents and warrants and shall indemnify and hold harmless the Township as follows:

A. Patent and Copyright Indemnification. Contractor covenants and represents that the Software and all related materials supplied to the Township do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party. Contractor shall indemnify and save harmless the Township from any suit or proceeding (including without limitation any judgment awarded thereunder, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorney incurred in respect of the same) brought against the Township by reason of any such infringement or any wrongful use. Contractor may either defend or settle such claim on the Township's behalf provided however that Contractor shall in no event consent to any injunction, accounting or other equitable remedy without the Township's prior consent, such consent not to be unreasonably withheld. The Township shall be entitled to be independently represented by counsel of its own choice.

If use of the Software by the Township is enjoined by any such action. Contractor shall, at its sole cost and expense and with the agreement of the party pursuing such action either:

(i) obtain the right for the Township to continue using the Software.

OR

(ii) replace or modify the Software in question so that there is no longer any infringement, provided that the modified or replacement Software in question functions and performs in substantially same manner and as well as or better than as required hereunder; provided further that any and all training, hardware and other costs occasioned by such replacements or modifications are borne by Contractor.

The obligations under this paragraph shall survive termination of the within license or this Agreement.

B. Pre-programmed Termination Warranty. Contractor represents and warrants that the Software and any future version, release or update to the Software (or any portion thereof) does not contain any timer, clock, counter or other limiting design or routine which causes such Software, data files, or any software on the Computer System (or any portion thereof) to become erased, inoperable or otherwise incapable of being used in the full manner for which it is designed and licensed pursuant to this Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor event. Furthermore, Contractor represents and warrants that the Software and any future version, release or update to the Software (or any portion thereof) does not

contain any limiting design or routine which causes such Software, data files, or any software on the system (or any portion thereof) to be erased, to become inoperable, or to otherwise be incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement solely because such Software has been installed on or moved to a central processing unit or system which has a different serial number, model number, or other identification different from that system on which the Software was originally installed.

If there is a timer, clock, counter or other limiting design or routine in the Software or any future version, release or upgrade to the Software (or any portion thereof), as defined in this section, Contractor shall immediately remove said timer, clock, counter or other limiting design or routine from the Software (or any portion thereof) and immediately correct, at no cost to Township, any data files or any software on the system that was affected by said timer, clock, counter or other limiting design or routine.

C. Warranty of Compatibility with Network. Contractor represents and warrants that the Software and all updates, revisions, releases and new versions of the Software shall be fully compatible with the Township's network. Contractor further warrants that all updates, revisions, releases and new versions of the Software are and shall be fully compatible with the latest version of the upgraded Township network related equipment.

#### 17. RESTORATION WORK.

Upon completion of the installation of the Work and/or any Warranty Work, Contractor shall repair any damage to the project site and/or any other Township property attributable to acts and/or omissions of Contractor and/or Contractor's Agents, or otherwise attributable to the Work and/or Warranty Work, except to the extent such damage is attributable to the negligence of the Township (the "Restoration Work"). The Restoration Work shall be completed within fourteen (14) days of the respective completion of the Work and/or Warranty Work (the "Restoration Completion Date").

#### 18. LIMITATION ON TOWNSHIP'S LIABILITY.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits from the Township and agrees not to make any claim or demand for such damages and/or lost profits against the Township.

#### 19. PERMIT AND LICENSE.

Contractor shall obtain all licenses and permits required by Law to perform the Work at Contractor's sole cost, including but not limited to obtaining building permits.

## 20. PAYMENT REQUEST DOCUMENTATION.

Depending on the nature of the work performed hereunder, the Township reserves the right to require Contractor to furnish the Township the following documents prior to payment to Contractor hereunder: General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work (collectively, "Contractor's Payment Request Documentation"). All of the Contractor's Payment Request Documentation shall be signed and notarized. Contractor shall also test and provide certification to the Township that the Project Work is in compliance with the requirements herein and the Computer System is operating properly.

Notwithstanding the foregoing, in no event shall Township's acceptance of the Work, Contractor's Payment Request Documentation and/or Certification and/or the Township's payment to Contractor be deemed a waiver, express or implied, of any warranties required herein.

## 21. PROJECT MANUALS.

Contractor shall furnish Owner with all project manuals for the Computer System, including project manuals for all equipment furnished hereunder.

## 22. CERTIFICATION.

Contractor represents and warrants that it is certified to work on all Township telephony and computer equipment, including, but not limited to, Nortel Networks Norstar MICS telephone systems, and Contractor further represents and warrants that no work performed by Contractor hereunder shall void any manufacturer's warranty.

## 23. MISCELLANEOUS.

23.1 This Agreement supersedes all prior agreements, whether written or oral, between the parties relating to the subject matter hereof, and may not be modified, amended, or discharged, in whole or in part, except by a written amendment signed by the parties. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

23.2 This Agreement may be executed in counterparts, each of which will be considered an original hereof, but which together shall constitute one agreement.

23.3 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 and confidentiality, shall survive the expiration of this Agreement.

23.4 This Agreement may be executed in any number of counterparts, and by the Township and Contractor 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.

23.5 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.

23.6 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.

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

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

23.9 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.

23.10 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.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal as of the date first written above.

Hanover Township

All Information Services, Inc.

By: \_\_\_\_\_  
Brian P. McGuire, Township  
Supervisor

By: \_\_\_\_\_  
President

Attest:

Attest:

\_\_\_\_\_  
Katy Dolan Baumer, Township Clerk

\_\_\_\_\_  
Secretary

## EXHIBIT A

This Exhibit A is incorporated in and made a part of the Independent Contractor Agreement ("Agreement") of the undersigned parties. All defined terms herein shall have the same meanings set forth in the Agreement.

Contractor:

All Information Services, Inc.

6325 Joliet Road

Countryside, IL 60525

Brief Description of Services:

AIS will provide technical assistance to the Township for long term planning and maintenance of the existing telephony and information technology infrastructure. Responsibilities include:

- Lifecycle
  - Vision and Strategy
    - Design
    - Build
    - Deploy
- Conduct and lead meetings
  - Negotiate with vendors
  - Network Administration
- Maintain Servers and PBX
- Applications
- Licensing
- Personal Computers
- Printers
- PDA's
- Telecommunications
- LAN
- WAN
- Dial in (form Home)
- WIFI

Rate:

Contractor will invoice the Township monthly for services at the rate of \$95/hour.

Payment Schedule:

Invoices are to be completed and sent to the Township on a monthly basis. Vendor payment will be executed through the Township.

Equipment purchases and expenses are outside of the scope of this contract and will be billed accordingly. The total amount of such purchases do not contribute to the maximum billable amount for services.

RESOLUTION \_\_\_\_\_

**A RESOLUTION APPROVING OF THE INDEPENDENT  
CONTRACTOR AGREEMENT BETWEEN ALL INFORMATION  
SERVICES, INC. AND HANOVER TOWNSHIP**

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

**SECTION ONE:** That the Independent Contractor Agreement between All Information Systems, Inc. dated as of August 18, 2009, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved, subject to final approval by the Township Attorney.

**SECTION TWO:** The Supervisor and 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: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 1, 2009

APPROVED: September 1, 2009

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Brian P. McGuire, Township Supervisor

ATTEST:

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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 September 1, 2009, and approved on September 1, 2009, as the same appears from the official records of Hanover Township.

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Katy Dolan Baumer, Township Clerk

## **Proposed Research and Evaluation Plan for Hanover Township Senior Services**

*prepared by:* Dr. William Gingold and Roland Garton (“The Consultants”), 7/20/09  
*contact:* William Gingold, (217) 337-4781, [wgingold@illinois.edu](mailto:wgingold@illinois.edu)

### **Introduction and Overview**

The residents of Hanover Township have shown exceptional support for their Senior Services by passing a referendum in 2002 to build a Senior Center, which opened in 2005. The Township Office in turn bears a commensurate responsibility to provide the best possible services and programming to meet the needs of the senior population. An impressive array of offerings attests to the vibrancy and resourcefulness of the Township administration, staff, and the community.

The Consultants propose a 4-month study that would provide more conclusive data on the impact of current programming, would more clearly identify needs of the senior population in the Township, and would recommend any changes to programming in order to maximize the impact of the resources available. In addition, the proposed study would identify opportunities for additional resources, and would set the stage for a longitudinal study to evaluate trends and impacts over time. Demonstrating impact is fundamental to stewardship and development. The community and other sources of support will respond when evidence demonstrates positive results from their investments.

### **Overarching Goals for Hanover**

- Be a premier provider of effective senior services
- Meet the needs of seniors in Hanover Township, especially information, emotional support, social opportunities, nutrition, and transportation
- Provide a sense of belonging and growth for seniors
- Enhance the quality of life for seniors

### **Example Demographics to Consider**

(as of 2000 census; needs updating)

- Population: 83,471, entirely urban (no rural)
- White: 64.1%; Black: 3.9%; American Indian: 0.1%; Asian 7.8%, Hawaiian/Islander: 0%; Hispanic: 22.6%; 2 or more: 1.4%; other: 0.1%
- 19.9% of residents speak Spanish in the home
- Median Household income: \$71,157 (state: \$54,123)
- Residents with income below poverty line: 4.5% (state: 10.7%)
- 17% renters (state: 33%)

### **Overarching Project Goals**

- 1) Identify needs of population by appropriate cohort (age; gender; race/ethnicity; socio-economic status; living arrangements & family situation; etc.).
- 2) Evaluate current offerings in light of a) needs b) current best practices, c) Hanover resources, and d) potential for additional funding.
- 3) Recommend changes and additions to current programming based on needs, current offerings, best practices, etc.

- 4) Establish basis for longitudinal study.
- 5) Recommend any opportunities for procuring additional resources.
- 6) Stimulate collaboration with higher education institutions.
- 7) Make any other recommendations that further Hanover goals.

## **Major Tasks / Approach**

In developing and administering the following activities, The Consultants will work closely and interactively with Hanover Township staff.

### **I. Assessment**

- a. **Key Metrics** – Identify which metrics constitute the most meaningful demonstration of achieving goals; codify and quantify where possible.
- b. **Needs** – Identify relevant cohorts; determine and prioritize needs of seniors in Hanover Township by cohort; evaluate which needs the Township is best positioned to address.
- c. **Current Programming** – Review current programming and evaluations available; rank in terms of impact towards goals; perform trend analysis to identify any trends by cohort or over time.
- d. **Best Practices** – Search for and identify current senior service programming and preferred practices, proven effective through evidence-based data, that may be appropriate to Hanover Township.

### **II. Recommendations, based on assessments above**

- a. **Programming** – Identify programs to drop, to alter, and to add.
- b. **Resource Procurement** – Identify any options that could lead to additional resources for the Township, such as grant opportunities or corporate sponsorship of various programs.
- c. **Stewardship, Collaboration, and Image Plan** – Identify ways to increase public awareness of the Senior Services Department’s impact and value in the community, with emphases on 1) impact of the Senior Center since its opening in 2005 and 2) increasing collaborations with institutions of higher education.
- d. **Longitudinal Study Plan** – Provide an outline for a possible longitudinal study that identifies trends and impact of the Township Senior Center and its services over time; suggest instruments to employ; where feasible collect data to serve as baseline for longitudinal study.

Instruments to be used for assessments include the following:

- Existing program evaluations that have been conducted by Hanover Township
- Attendance records from programs of the past several years
- Custom-constructed paper-based or electronic surveys, with statistical sampling techniques to assure representative input from key cohorts
- Interviews with Hanover Township staff and select cohorts, especially groups that appear under-represented among program participants
- Web-based research
- Interviews and review of materials from select comparison communities

## **Deliverables**

Continual interactions with Hanover Township staff will assure ongoing awareness and direction of project activities.

- Monthly progress reports – The Consultants will provide informal reviews of progress, issues, and findings at the end of each month of the project.
- Report outlines and drafts – As The Consultants develop assessment reports and recommendations, The Consultants will share outlines and drafts with Hanover Township personnel, seek input, and incorporate feedback into activities and documents.
- Survey instruments – all survey instruments developed and used in the project will be provided to Hanover Township
- Final Report – a Final Report will include a section for each of the Needs Assessments and for each of the Recommendations areas, with an Executive Summary at the beginning
- Longitudinal study plan

## **Resource Requirements**

The effort as currently envisioned is expected to take four months and require 132 hours of consultant time. At \$80/hour, the effort will cost \$10,560. The Consultants will perform the tasking described herein for a job price of this amount regardless of the actual time on task.

The Consultants anticipate travel to Hanover Township no more than eight times during the project. Trips will be reimbursed per current mileage rates. If an overnight stay appears beneficial, Hanover Township will reimburse The Consultants for lodging only after discussion with and approval by the Township.

Hanover Township will bear all incidental expenses such as duplication, mailing, etc.

Hanover Township will need to provide staff time for interactions with the consultants, as well as other information including but not limited to the following:

- administration of surveys, including distribution and collection of paper-based instruments, recruiting respondents, notification of electronic surveys, conducting limited telephone and in-person interviews as jointly agreed to
- data and evaluations on programs over the past few years
- any needs assessments or other studies already performed and available
- assistance in identifying similar communities and programs for comparison; contact with and collection of data from selected programs
- information on plans, partnerships, potential resources, etc.
- historical and current publicity & marketing materials

**Additional Information Regarding the  
Proposed Research and Evaluation Plan of 7/20/09  
for Hanover Township Senior Services**

*prepared by:* Dr. William Gingold and Roland Garton (“The Consultants”), 8/11/09  
*contact:* William Gingold, (217) 337-4781, [wgingold@illinois.edu](mailto:wgingold@illinois.edu)

**Project Scope**

In order to meet the budgetary constraints of Hanover, the Consultants will structure the work effort so as to be completed in 100 hours rather than 132 hours, a reduction of 24% from the 7/20/09 proposal. The major tasks and approaches will remain unchanged from the 7/20/09 proposal, but the level of depth and detail will be adjusted, in consultation with Hanover Township management, to fall within a 100-hour scope of involvement.

Also, after consideration, it appears that targeting a 6-month effort rather than a 4-month effort would be a more feasible timeline.

**Resource Requirements**

The 7/20/09 proposal listed several items required from Hanover Township. This document provides additional the Consultant’s best estimates of actual time that would be involved.

| <b>Task Area</b>   | <b>Staff Level</b>       | <b>Est. Time Involved</b> | <b>Avg. / month*</b> |
|--|--------------------------|---------------------------|----------------------|
| Discussions with Consultants; finding and forwarding information, contacts | All Levels               | 24 hours                  | 4                    |
| Survey administration  | Coordinator / Data Entry | 36 hours                  | 6                    |

\* The average hours per month assumes a 6-month effort. However, several of the tasks would be front-end loaded; for example, the survey administration effort would be heaviest around months 2 and 3 of the project, tapering off after that.

In addition, direct support costs of copying and duplication and mailing are estimated to be no more than \$400.

Travel costs will vary with the number of Trips to Hanover Township. An estimate of six trips with two overnights would cost (350 miles round trip\* \$.505/mile \* 6 trips =) \$1,060.50 plus (\$120/night \* 2 consultants \* 2 overnights =) \$480. The project could probably be accomplished with fewer trips, though, and overnights may not be necessary.

# CURRICULUM VITAE

(Abbreviated 07/01/09)

Name: William Gingold, Ph.D., MHA, CHE, CSA, LP  
Address: 207 East McHenry Street  
Urbana, IL 61801  
Telephone (Home) (217) 337-4781  
FAX: (217) 337-1750  
E-mail: [wgingold@illinois.edu](mailto:wgingold@illinois.edu)  
[wgingold@dacc.edu](mailto:wgingold@dacc.edu)

## EDUCATION/TRAINING

**1992–1993** Mini-Fellowship in Geriatric Medicine, College of Medicine, University of Illinois, Chicago, Illinois, (Alvar Svonborg, MD, PhD, and David Staats, MD, preceptors)  
**1984** MHA, University of Minnesota, Minneapolis, Minnesota  
**1982, 1983** Health Care Management Residency, Community Hospitals, Indianapolis, Indiana, (Alan Hicks, FACHE, preceptor)  
**1979–1981** Graduate Certificate, Long-Term Care Administration, University of Minnesota, Minneapolis, Minnesota  
**1977, 1976** Postdoctoral, Administrative Management, UCLA, Neuropsychiatric Institute and Medical Center, Los Angeles, California, (George Tarjan, MD, preceptor)  
**1973** Postdoctoral, Mental Health Administration, University of Wisconsin, Madison, Wisconsin  
**1971** PhD, Rehabilitation Services/Administration and Psychology, University of Wisconsin, Madison, Wisconsin  
**1966** MS, Rehabilitation/Special Education, University of Wisconsin, Madison, Wisconsin  
**1963** BS, Education, University of Wisconsin, Milwaukee, Wisconsin

## ADDITIONAL TRAINING/EDUCATION

- Advanced Methods in Mental Health Systems' Management (NIMH Staff College, Washington, DC)
- Behavior Modification (University of Kansas, Dr. Ogden Lindsey, preceptor)
- CME's and CEU's annually  $\geq 50$  (professional development). Separate listing available upon request.
- Marketing and Personnel Management (various colleges and universities)
- Neuropsychology (Reitan Institute, Tempe, Arizona, Dr. Ralph Reitan, preceptor)
- Resource and Community Development (North Dakota State University and Moorhead State University)

## MILITARY SERVICE

- **1958–1966** U.S.A.R., Honorable Discharge

### **LICENSE**

- Director of Special Education (Inactive, lapsed)
- Nursing Home Administrator (Inactive, lapsed)
- Psychologist #LP0507 (Inactive, lapsed)
- Rehabilitation Counselor (Inactive, lapsed)
- Teacher of Regular and Special Education (Inactive, lapsed)

### **CERTIFICATION**

- Advanced Certificate in Health Care Management, University of Minnesota
- Certificate Program in Long-Term Care Administration, University of Minnesota
- Certified Healthcare Executive, American College of Healthcare Executives
- Certified Senior Advisor, Society for Certified Senior Advisors
- Fellow, American Association on Intellectual and Developmental Disabilities
- Gerontology Certificate Program, University of Illinois at Chicago
- Mini-Fellowship in Geriatric Medicine, University of Illinois at Chicago
- Qualified Mental Health Professional
- Qualified Mental Retardation Professional

### **PROFESSIONAL MEMBERSHIP**

- Alzheimer's Association
- American Association on Intellectual and Developmental Disabilities
- American College of Healthcare Executives
- American Psychological Association
- American Society on Aging
- Gerontological Society of America
- Illinois Psychological Association
- National Council on the Aging
- National Association for the Education of Young Children

### **PROFESSIONAL EXPERIENCE**

- |                     |   |
|---------------------|---|
| <b>2003-Present</b> | Director, Health Professions Institute, Danville Area Community College, Danville, Illinois   |
| <b>2000-2006</b>    | President/CEO, Long-Term Care Training and Research Institute, Philo, Illinois  |
| <b>2000-Present</b> | President/CEO, Mature Markets, Inc., Urbana, Illinois   |
| <b>1999-Present</b> | Publisher/Managing Editor, <i>Marketing and Selling to 50+</i> , Urbana, Illinois   |
| <b>1990-Present</b> | Founder and President Mature Markets, Inc., Consulting and Research for Maturity Services and Products, Urbana, Illinois  |
| <b>1987-Present</b> | Clinical Assistant Professor and Director of Family Medicine Research and Aging Services, Department of Family Medicine, College of Medicine, University of Illinois at Urbana-Champaign, Urbana, Illinois. (Retired and currently part-time appointment) |
| <b>1990-2008</b>    | Publisher and Editor in Chief of <i>Active Senior of Central Illinois County and Prime Life Times</i> of East Central Illinois and West Central Indiana. (Each with a monthly distribution of over 20,000 with publications sold)                         |
| <b>1994-2003</b>    | Adjunct Assistant Professor, School of Family and Consumer Services, Eastern Illinois University, Charleston, Illinois  |
| <b>1990-2002</b>    | Adjunct Assistant Professor, Department of Special Education, Department of Rehabilitation and Department of Community Health, University of Illinois at Urbana-Champaign, Urbana, Illinois   |

**PROFESSIONAL EXPERIENCE** – (Continued)

- 1994–2001** Director, Office of Gerontology and Aging Studies, University of Illinois at Urbana-Champaign, Urbana, Illinois. (Campus-wide coordination of gerontology and aging research, training/education and outreach community service)
- 1995–1999** Vice President, Physicians, Clinics, and Health Services, Provena United Samaritans Medical Center, Danville, Illinois. (Portfolio included: MSO, Physician Practices and Clinics, Regional Occupational Medicine Center, Rehabilitation Services, Sub-Acute Care Services, Home Health and Hospice Services, Physician Recruitment and Development Services, Senior Services and Regional Cancer Center)
- 1993–1995** Director, Center for Geropsychiatry, Provena United Samaritans Medical Center, Danville, Illinois. (Administrative and clinical oversight for all aspects of operations and development, including but not limited to inpatient, partial hospitalization, outpatient, outreach, and training/technical assistant services)
- 1992–1995** Discipline Director, Psychology, Illinois Geriatric Education Center, University of Illinois at Chicago
- 1988–1997** President, Twin Cities WMG, Inc., Proprietary R and D and Venture Capital Firm, Champaign, Illinois
- 1987–1988** Vice President, Health Care Services, Carle Foundation Hospital, Urbana, Illinois, (Portfolio included all entrepreneurial services and strategic business units of Carle Foundation Hospital and Carle Clinic Association)
- 1981–1987** Chief Executive Officer/Clinical Director, Developmental Services Center (DSC), Champaign, Illinois. (DSC is a comprehensive treatment, rehabilitation/habilitation and residential services organization for total age and disabilities continuum)
- 1982–1987** President/CEO, Disabled Citizens Foundation, Champaign, Illinois. (R&D and holding company for DSC)
- 1974–1981** Executive Director, Southeast Mental Health and Retardation Center (SEMHRC), Fargo, North Dakota. (Comprehensive inpatient, outpatient, partial hospitalization, residential, outreach and training/technical assistance services and programs for total age and MI and DD continuum of services)
- 1978–1981** President/CEO, Red River Human Services Foundation, Fargo, North Dakota. (R&D and holding company for SEMHRC)
- 1972–1974** Director, Children’s Services, SEMHRC, Fargo, North Dakota
- 1975–1981** Adjunct Professor: North Dakota State University, Department of Child Development and Family Relations; Moorhead State University, Department of Education and Department of Business; University of Minnesota, Department of Educational Administration and Psychosocial Studies
- 1971–1972** Chairperson and Associate Professor, Department of Special Education and Rehabilitation Services, Moorhead State University, Moorhead, Minnesota
- 1968–1970** Director of Special Education and Psychological Services, Cooperative Education Service Agency #3, Gillett, Wisconsin
- 1965–1967** Teacher – Emotionally Disturbed and Mentally Retarded Junior High School and Fifth and Sixth Grade Elementary gifted students, Madison, Wisconsin
- 1964–1965** Administrative and Research Assistant, Wisconsin Children’s Treatment Center, Madison, Wisconsin
- 1963–1964** Teacher, Junior High School and Migrant Program, Ford Foundation Model Project, Milwaukee, Wisconsin
- 1960–1963** Printer and Die Operations Supervisor, W. H. Brady Co., Glendale, Wisconsin

**CONSULTING (Sampling)**

- Business and Industry (Confidential)
- Health Professions Institute, Danville Area Community College, Danville, Illinois
- Lakeview College of Nursing, Danville, Illinois
- Life Long Learners' Program, Oakton Community College, Des Plaines, Illinois
- Piatt County Nursing Home, Monticello, Illinois
- Champaign County Nursing Home, Urbana, Illinois

**CONSULTING (Sampling of Prior Activities)**

- Champaign County Nursing Home, Urbana, Illinois
- College of DuPage, Glen Ellyn, Illinois
- Judevine Center for Autistic Children, St. Louis, Missouri
- Millikin University, Decatur, Illinois
- PBS Silver Prime, Redwood Grove, California
- Professional Developmental Institute, St. Louis, Missouri
- St. Louis University, College of Medicine, St. Louis, Missouri
- UAP, Washington University, St. Louis, Missouri
- University of St. Francis, Joliet, Illinois
- University of Missouri, UAP, Kansas City, Missouri
- Webster College, St. Louis, Missouri
- Benedictine University, Lisle, Illinois
- Midwestern University, Downer's Grove, Illinois

**UNIVERSITY TEACHING (Graduate and Undergraduate)**

- Administration in Rehabilitation and Special Education
- Behavioral Diagnostics and Intervention
- Behavioral and Environmental Engineering
- Clinical Gerontology: Assessment and Treatment
- Early Childhood Special Education
- Healthcare Finance
- Introduction to Mental Retardation
- Learning Disabilities in Children and Adults
- Long Term Care Administration and Management
- Management and Administration of Mental Health Services
- Medical Sociology
- Program and Services for Older Adults
- Psychology of Aging
- Teaching Exceptional Children
- Vocational Training for the Disabled
- Other: Conducted over fifty workshops, seminars, and courses in the area of strategic planning and systems development, accountability in service systems, key indicators of performance, organizational behavior and resource development, geriatrics/gerontology, and child assessment and intervention.

**COURSES/SEMINARS/WORKSHOPS DEVELOPED AND PRINCIPAL PRESENTER (Sampling)**

- Basic Comprehensive Geriatric Screening and Assessment – (7.5 CEU's)
- Clinical Nursing Assessment of the Older Adult – (7.5 CEU's)
- Long Term Care Administration and Management – (48 CEU's/Hours)

## **COURSES/SEMINARS/WORKSHOPS DEVELOPED AND PRINCIPAL PRESENTER**

### **(Sampling) – (Continued)**

- Long Term Care Insurance – (2-7.5 CEU's)
- Marketing and Selling to 50+ – (7.5 CEU's)
- Mental Health and Aging: Assessment and Intervention – (7.5 CEU's)
- Multi-Disciplinary Certificate Program in Geriatrics for Non-Physicians – (48 CEU's/Hours)
- Older Worker: Maximizing Benefits – (3.5 CEU's)
- Retailing and the Older Customer – (3.5 CEU's)
- Communication and the Elderly: Assessment and Management
- Other: See separate "Presentations" addenda per request

## **AWARDS AND HONORS**

- Board of Editors, Community Mental Health Journal
- Bush Foundation Fellowship, Minneapolis, MN
- Community Leaders and Noteworthy Americans
- Diplomat, American College of Health Care Executives
- Editor, Mental Retardation Systems
- Editor, *Prime Life Times and Active Seniors*
- Fellow, AAMR
- Honor Scholarship (University of Wisconsin)
- Graduate Fellowship (RSA/HEW)
- House Fellowship (University of Wisconsin)
- Leaders in Education
- Research Assistantship (OE/HEW)
- USOE Film – Roles and Functions of the Student Teacher
- Who's Who in American Education
- Who's Who in Frontier Science and Technology
- Who's Who in Healthcare
- Postdoctoral Fellow, UCLA

## **PUBLICATIONS AND WRITTEN CONTRIBUTIONS**

1. Potpourri for Individualization, State Department of Public Instruction, Madison, Wisconsin, 1967
2. Bluett T., Gingold, W., and Schad, J., Learn and Earn Together, Tri-State Testing Inc., Green Bay, Wisconsin, 1969
3. Bluett, T., Gingold, W., Schad, J., Parents and Children Together, Tri-State Testing, Inc., Green Bay, Wisconsin, 1969
4. Later Childhood Assessment Certificate, Amidon and Associates, Minneapolis, Minnesota, 1970
5. Early Childhood Assessment Certificate, Amidon and Associates, Minneapolis, Minnesota, 1970
6. Response to Physical Environment Scale, School Facilities Research Center, University of Wisconsin, Madison, Wisconsin, 1970
7. Developmental Prototypic Curriculum, Amidon and Associates, Minneapolis, Minnesota, 1971
8. Special Needs Programming: A Training Package, Child Development Institute, OCD-Head Start, Bemidji State University, 1972
9. Individualization of Instruction, Amidon and Associates, Minneapolis, Minnesota, 1972
10. Attitudes Towards Disabled Persons, Moorhead State University, Moorhead, Minnesota, 1972
11. Cost Accounting and Accountability: One Approach, OCD/OHD/HEW, Washington, DC, 1973
12. Middle Aged Children: Attitudes Towards Elderly Parents, North Dakota State University, Fargo, North Dakota, 1973

**PUBLICATIONS AND WRITTEN CONTRIBUTIONS** – (Continued)

13. Organizational Growth: A Pilot Comparative Study, Bush Foundation, Minneapolis, Minnesota, 1984
14. Cosmetic Evaluation Tool, Prism Press, Champaign, Illinois, 1985
15. Gingold, W. and Shapiro, E., Help Under Guidance (H.U.G.): A Comprehensive Parent Training Program, Prism Press, Champaign, Illinois, 1985
16. Managing Organizational Life Growth and Crises: Practicum in Education and Problem Solving, Prism Press, Champaign, Illinois, 1986
17. Organizational Life Growth and Crises Identification Scale: Protocol and Manual, Prism Press, Champaign, Illinois, 1986
18. Turnbaugh, A and Gingold, W., Surviving Anorexia Nervosa: Strategies for Therapists, Families and Victims, Prism Press, Champaign, Illinois, 1986
19. Murphy's Ferkaktech Permutations, Prism Press, Champaign, Illinois, 1987
20. Karnes, M. and Gingold, W., Learning Independence Through Family Education: A Total Family Life Curriculum, Ten (10) Volumes, Governor's Planning Council for Developmental Disabilities, Springfield, Illinois, 1987
  - Vol. I Family Planning and Contraception
  - Vol. II Adult Sexuality
  - Vol. III Pregnancy and Prenatal Care
  - Vol. IV Special Childcare Issues
  - Vol. V Children's Health Issues
  - Vol. VI Managing Behavior
  - Vol. VII Child Abuse
  - Vol. VIII Child Neglect
  - Vol. IX Adult Self-Esteem
  - Vol. X Avoiding Exploitation
21. Hey, I'm Listening! Are You Ready to Talk, Prism Press, Champaign, Illinois, 1987
22. Watch Me Grow – An Expert System in Developmental Pediatrics for Parents and Clinicians, Regency System, Inc., Champaign, Illinois, 1988
23. 16 PF Norms for CNAs in Nursing Homes, Personality and Ability Testing, Inc., Champaign, Illinois, 1994
24. Watch Me Grow, Second Edition, Developing Child Institute Publication, Champaign, Illinois, 1998
25. Challenges and Choices: Geriatric Problem Identification Tool, Stoelting Co., Wood Dale, Illinois, Winter, 1999

**IN PROGRESS OR PREPARATION**

1. Funny Bone Screen: Screening for Depression in the Older Adults.
2. CAN Stand: Fall Reduction in the Elderly. A comprehensive two-year study (n = 600+) with analysis of data completed. In preparation
3. Passport to Wellness: A Community Based Screening and Assessment of the Elderly. A comprehensive program for health promotion, risk reduction, and disease prevention in the mature adult 50+. In preparation
4. Vitality in Aging Kit. A comprehensive reinforcement program to promote aging successfully with emphasis on physical activity, nutrition, and socialization. Searching for publisher
5. Media Impact Index: Evaluating Print Materials for the Elderly. Submitted for publication, 2008
6. "Using Senior Membership Programs for Affinity Development with Healthcare Organizations". In preparation
7. ONIMOD: A Non-Verbal Intellectual Assessment Scale for the Elderly. In preparation

**IN PROGRESS OR PREPARATION** – (Continued)

- 8 “Creative Walking Intervention for Fall Reduction in the Elderly – A Comprehensive Pilot Research Study”. In progress
9. Sage for Aging: Persistent Life Functions, Decision Support System for Caregivers of Dependent Elderly. Currently undergoing developmental testing.

**RESEARCH EFFORTS CURRENTLY IN PROGRESS**

- Administrative Experience and Perceived Response to Stress in Healthcare Environments
- Functional Screening of the Elderly: Passport to Wellness
- Look Good and Feel Better: Cosmetics and the Elderly
- Olfaction and Depression in the Elderly
- Walking Intervention for Falls Reduction in the Elderly

**AD HOC REVIEWER**

- Agency for Healthcare Research, DHHS
- Contemporary Long Term Care
- John Wiley and Sons
- Journal of the American Geriatric Society
- Mental Retardation
- Office of Special Education and Rehabilitation, OE
- Rehabilitative Services Administration, HHS
- Springer Publishing Co.

**COMMITMENTS (Past Sampling)**

- Alzheimer’s Association (Board of Directors, (Regional)
- American Association on Mental Retardation, (Illinois Treasurer, 1985–1987)
- CARF and JCACMHC, (Surveyor)
- Committee for Children’s Mental Health, (President, Member)
- East Central Illinois Council on Aging, (Board of Directors)
- Illinois Alliance of Aging, (President, Board of Directors)
- Illinois Community Funding Advisory Council, (Member)
- Mental Health Services to Senators Andrews and Burdick, (Advisor)
- National Council of Community Mental Health Centers, (Treasurer)
- North Dakota Developmental Disabilities Council, (Member)
- Northeast Wisconsin Council for Exceptional Children, (President)
- Secretary of State of Illinois’ Committee on Elderly and Handicapped, (Member)
- The Neuropsychiatric Institute and Hospital, Board of Governors (Member, 1978–1981)
- World Heritage Museum, Board of Governors Member, 1987–1990

**COMMITMENTS (Miscellaneous Samplings)**

- Active Seniors’ Options, Inc., (President, Board of Directors)
- Business Development Center, Eastern Illinois University, (Advisory Board)
- College of Medicine, University of Illinois at Chicago, (Committee on Research)
- College of Medicine, University of Illinois, Chicago, (Executive Committee)
- Junior Achievement of East Central Illinois District, (Board of Directors)
- Kiwanis

**SPEECH/PRESENTATIONS (National/International Sampling)**

- American Association of Psychiatric Services for Children
- American Association on Mental Retardation
- American Gerontological Society
- American Marketing Association
- American Psychological Association
- American Society on Aging
- International Congress on the Scientific Study of Mental Retardation
- National Council on the Aging
- National Association for Education of Young Children
- World Conference on Aging

**PRESENTATIONS/SPEECHES (Regional and Local)**

Listing available upon request.

**RESOURCE DEVELOPMENT**

Over the past twenty-five years, I have been directly responsible for securing in excess of fifteen million dollars via grants, contributions, contracts, etc. Separate listing available upon request.

## **Biosketch - Roland Garton, B.S., M.S.**

Roland Garton has over 30 years organizational management experience, with an emphasis on education, software development, and evaluation. Mr. Garton's cradle-to-grave experience with numerous projects begins with extensive experience writing proposals; continues with organizing and managing resources to meet the needs of multiple stakeholders; and includes evaluation and satisfactory project termination

Mr. Garton has extensive experience obtaining state and federal funding through grants and contracts, managing resulting projects, and overseeing contractual administration. He also has experience in program, product, and training development; evaluation and documentation; UNIX, Linux, Windows, DOS, and Macintosh platforms. With these skills, Mr. Garton founded Garton Consulting Services and has been its President and Lead Consultant since 2003. Here he has established his business to manage government contracts in light of operations, programmatic reporting, financial obligations and reporting, using QuickBooks setup and its companion application programming. Mr. Garton uses Business modeling in Excel; Office automation using Microsoft Office applications; proposal writing; Web site development, maintenance, and hosting.

In Central Illinois, Mr. Garton's clients have included Active Seniors' Options, Advanced Biotechnology, Inc., Advanced Prairie, Inc., Advanced Diamond Technologies, Agape Love Corner, Carle Foundation Hospital / Carle Clinic Association, Caviton, Champaign-Urbana Schools Foundation, Computerized Medical Systems, Computer Learning Solutions, Danville Area Community College, DzymeTech, Global Information Systems Technologies, Inc. (post-employment consulting), H.C. Materials, iCyt, Iguana Robotics, Kicking Bear Camp for Kids, LEAM Group, Mature Markets, Inc., SchoolSecure, SmartSpark, and the University of Illinois.

Nationally, Mr. Garton's clients have included Advanced Interactive Systems (NM), American Telecommunication Devices (VA), Association for Computers in Education (DE), Composite Technologies (NY); Edge Velocity (MA), Foresight Technologies (CO), Giotto USA, INI Power (NC), International Society for Technology in Education (OR & DC), Jennings County Schools (IN), Kennedy King College (IL), LaPaz Group (NC), Oncovation (NY), Resource Associates (NM), Sullivan University (KY), and UpAfterDark (UT).

Prior to establishing his own consulting business, Mr. Garton worked for Argus Systems Group in Savoy, IL from 1999-2003, where he was the Principal for Documentation and Evaluation. There, he was responsible for contracts and grants administration, proposal writing, government evaluation of Argus products, documentation development, and training development. In 1999, he was hired as the first Manager for Quality Assurance there. Other professional experiences Mr. Garton has had include work for Global Information Systems Technology, in Champaign, IL, from 1991-1998. As a small multimedia software development company that creates multiple -platform multimedia authoring systems and courseware, Mr. Garton was the Director of Operations in the Translation Division (1997-1998). His responsibilities included being in charge of a new division with initial \$2.3 million, 3-year contract, establishing policies and procedures, hiring staff, working with GTE and several U.S. and Taiwan Army offices, and managing Taiwan subcontractor efforts exceeding \$700,000. In 1995-97, he was the Director of

Operations, Courseware Division. Then, he re-engineered operations from department to team structure, eliminating a level of management in division of 32 professional engineers, managers, courseware developers, and support personnel, with annual budget of \$1.5 million. Prior to this, Mr. Garton was the Global's Program Manager from 1991-1995. At this time, he directed cross-functional teams for execution of customer contracts. These included their birth-to-death responsibility, including establishing goals and procedures, technical performance, follow-on sales, and follow-up support.

From 1979-1991, Mr. Garton worked at the University of Delaware in the department of Academic Computer & Instructional Technology. There, he was the Manager from 1988-1991 and Project Administrator from 1984-1988. He directed the development of educational software, and was also a liaison between University and State of Delaware for state-wide technology planning, utilization, and support.

Some of Mr. Garton's significant accomplishments during this appointment included the following:

- Wrote several successful grants to National Science Foundation and State of Delaware.
- Successfully managed development of multiple projects annually, in a wide diversity of fields including math, music, physical education, political science, and chemistry.
- Organized, trained, motivated, and managed team of 25+ courseware developers to develop entire first-semester chemistry course on MicroPLATO platform. Budget of \$600,000.
- Founded and guided regional, 250-member professional group (ACE) for educational computing in the public schools. ACE was the leading professional group in the area for educational computing, with annual conferences, professional institutes, monthly newsletter, public domain software library, and scholarship grant program, and other programs.

Mr. Garton's formal education includes having received his B.S. in Music Education in 1975, and M.S. in Music Education in 1979, both from the University of Illinois. His degrees in education, experience in educational software development, work with education grants, and management experience all have included a heavy emphasis on evaluation and assessment.

Mr. Garton and Dr. Gingold collaborated on a recent study, "Priorities for Continuing Education in Geriatrics: Perceptions Among Various Groups" published in the April, 2009 issue of Gerontological Nursing.

**CERTIFICATE OF COVERAGE** 120 ISSUE DATE (MM/DD/YY)  
05/16/2007

|  |  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
|--|--|--|---|--|-------------------|---|--|-------------------|---|--|-------------------|---|--|-------------------|---|--|
| <p><b>TOWNSHIP OFFICIALS OF ILLINOIS RISK MANAGEMENT ASSOCIATION</b></p> <p>c/o Cannon Cochran Management Services, Inc.<br/>Towne Centre Building<br/>2 East Main Street<br/>Danville, IL 61832</p> | <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS BELOW.</p> <p style="text-align: center;"><b>COVERAGE PROVIDED BY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">COVERAGE PROVIDER</td> <td style="width: 10%;">A</td> <td style="width: 75%;">Township Officials of Illinois Risk Management Association</td> </tr> <tr> <td>COVERAGE PROVIDER</td> <td>B</td> <td></td> </tr> <tr> <td>COVERAGE PROVIDER</td> <td>C</td> <td></td> </tr> <tr> <td>COVERAGE PROVIDER</td> <td>D</td> <td></td> </tr> <tr> <td>COVERAGE PROVIDER</td> <td>E</td> <td></td> </tr> </table> | COVERAGE PROVIDER  | A | Township Officials of Illinois Risk Management Association | COVERAGE PROVIDER | B |  | COVERAGE PROVIDER | C |  | COVERAGE PROVIDER | D |  | COVERAGE PROVIDER | E |  |
| COVERAGE PROVIDER  | A  | Township Officials of Illinois Risk Management Association |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
| COVERAGE PROVIDER  | B  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
| COVERAGE PROVIDER  | C  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
| COVERAGE PROVIDER  | D  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
| COVERAGE PROVIDER  | E  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |
| <p><b>COVERED MEMBER</b></p> <p>JAMES BARR ADMINISTRATOR<br/>HANOVER TOWNSHIP / COOK<br/>250 SOUTH ROUTE 59<br/>BARTLETT IL 60103</p>  |  |  |   |  |                   |   |  |                   |   |  |                   |   |  |                   |   |  |

**COVERAGES**

THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

| PR LTR | TYPE OF COVERAGE   | AGREEMENT NUMBER | EFFECTIVE DATE (MM/DD/YY) | EXPIRATION DATE (MM/DD/YY) | LIMITS                        |               |
|--------|--|------------------|---------------------------|----------------------------|-------------------------------|---------------|
| A      | <input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.<br><input checked="" type="checkbox"/> BROAD FORM CGL | 0790686          | 06/01/2007                | 06/01/2008                 | GENERAL AGGREGATE             | \$            |
|        |  |                  |                           |                            | PRODUCTS-COMP/OPS AGG.        | \$            |
|        |  |                  |                           |                            | PERSONAL & ADV. INJURY        | \$            |
|        |  |                  |                           |                            | EACH OCCURRENCE               | \$ 10,000,000 |
|        |  |                  |                           |                            | FIRE DAMAGE (Any one fire)    | \$            |
|        |  |                  |                           |                            | MED. EXPENSE (Any one person) | \$            |
| A      | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY      | 0790686          | 06/01/2007                | 06/01/2008                 | COMBINED SINGLE LIMIT         | \$ 10,000,000 |
|        |  |                  |                           |                            | BODILY INJURY (Per person)    | \$            |
|        |  |                  |                           |                            | BODILY INJURY (Per accident)  | \$            |
|        |  |                  |                           |                            | PROPERTY DAMAGE               | \$            |
|        |  |                  |                           |                            |                               | \$            |
| A      | <input type="checkbox"/> <b>PUBLIC OFFICIALS AND EMPLOYEES LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS MADE  | 0790686          | 06/01/2007                | 06/01/2008                 | EACH WRONGFUL ACT             | \$ 10,000,000 |
|        |  |                  |                           |                            | ANNUAL AGGREGATE              | \$ 10,000,000 |
| A      | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>   | 0790686          | 06/01/2007                | 06/01/2008                 | STATUTORY LIMITS              |               |
|        |  |                  |                           |                            | EACH ACCIDENT                 | \$ 1,000,000  |
|        |  |                  |                           |                            | DISEASE - COVERAGE LIMIT      | \$ INCL       |
|        |  |                  |                           |                            | DISEASE - EACH EMPLOYEE       | \$ INCL       |
| A      | <input type="checkbox"/> <b>OTHER PROP/IM/APD ALL RISK</b>   | 0790686          | 06/01/2007                | 06/01/2008                 | \$5,000,000 per Occurrence    |               |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

CEDA IS LISTED AS ADDITIONAL INSURED AS RESPECTS LIHEAP ENERGY SERVICES SITES CONTRACT WITH HANOVER TOWNSHIP

|  |  |
|--|--|
| <p><b>CERTIFICATE HOLDER:</b></p> <p>CEDA<br/>ATTN: PROCUREMENT DEPT SHAWNEE LITTLE<br/>208 S LASALLE STREET SUITE 1900<br/>CHICAGO IL 60604</p> | <p><b>CANCELLATION:</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROVIDER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROVIDER, ITS AGENTS OR REPRESENTATIVES.</p> <p><b>AUTHORIZED SIGNATURE</b></p> <p style="text-align: right;"><i>Becky Egnich</i></p> |
|--|--|