



240 S. Route 59, Bartlett, Illinois 60103

Regular Meeting of Town Board
January 6, 2010
7:00 PM

A G E N D A

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Town Hall (Public Comments)
- V. Presentations
 - A. Swearing In of Township Assessor Smogolski
 - B. Bartlett and Streamwood High Schools Key Club Members
 - C. Kiwanis Club of Streamwood
 - D. Team Tempo V (John DeBello)
- VI. Supervisor's Report
- VII. Clerk's Report
 - A. Approve Regular Meeting Minutes of December 15, 2009
 - B. Approve Special Meeting Minutes of December 15, 2009
 - C. Approve Executive Session Minutes of December 15, 2009
- VIII. Highway Commissioner's Report
- IX. Assessor's Report
- X. Treasurer's Report
- XI. Bill Paying
- XII. Unfinished Business
- XIII. New Business
 - A. Approval of Intergovernmental Agreement with the Office of the Cook County Sherriff
 - B. Resolution Repealing the Roof Replacement Agreement
 - C. Resolution Approving Community Development Block Grant Sub-recipient Agreement
 - D. Adoption of the FY2010 Township Strategic Plan
- XIV. Executive Session
- XV. Workshop – Capital Improvement Program

XVI. Other Business

XVII. Adjournment

Hanover Township

Board Audit Report

From 12/16/09 to 1/06/10

Total Town Fund	25,831.43
Total Senior Center	31,307.07
Total Welfare Services	4,218.62
Total Road and Bridge	4,659.81
Total Mental Health Board	6,041.66
Total Retirement	-
Total Vehicle	-
Total Capital	-
Total All Funds	<u><u>72,058.59</u></u>

The above has been approved for payment this 6th day of January 2010

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into as of **January 1, 2009** (the “Effective Date”) by and between the County of Cook (the “County”), a public body corporate of the State and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Sheriff, (“Sheriff”), and **Hanover Township** (the “Recipient”), a unit of local government of the State of Illinois.

RECITALS:

WHEREAS, the County and Recipient are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency (“IEMA”) has received various grant funds from the U.S. Department of Homeland Security, to support interoperable communications projects within the State; and

WHEREAS, in 2007, the IEMA awarded grant funding to the County to accomplish certain projects, including: (1) Upgrading the County’s digital trunked radio system (“Digital Trunked System”) to be P25 standard compliant (including the connection of County and municipal radios to the State of Illinois’ StarCom 21 system, thereby allowing state-wide communication) and (2) Providing links from the County’s Digital Trunked System to achieve interoperability with radio systems belonging to participating entities such as Recipient; and

WHEREAS, the County and Recipient believe that the goal of enhancing interoperable public safety communications capabilities within Cook County would be served by the loan by the County to Recipient of certain portable radios belonging to the County for the use of Recipient’s public safety agencies, including, but not limited to, its police and fire departments on the terms more fully described herein; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

SECTION 2: GRANT OF RIGHTS

Pursuant to this agreement, the County, acting through the Sheriff, shall make available to Recipient up to four (4) portable radios (“Radios”), which are and shall at all times be considered the property of the County. The specific quantity, type, model and any other pertinent characteristics of the Radios made available to Recipient shall be set forth on an addendum to this agreement, which shall be in the form and substance as Attachment 1, attached to this Agreement and be incorporated into this Agreement without need for further action by either party. At any time during the course of this Agreement, the County may request the return of less than all of the Radios made available to Recipient pursuant to this Agreement and Recipient shall promptly comply with the County’s request.

Accordingly, the County hereby grants to Recipient, upon the terms and conditions herein specified, permission to use the Radios for Recipient’s official purposes, including, but not limited to, the purpose of enhancing Recipient’s ability to achieve interoperable communications with the County and other public safety entities.

Recipient shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of the Radios to any third party without the written permission of the County.

SECTION 3: TERM AND TERMINATION; EFFECTS OF TERMINATION

3.1 Term and Termination

This Agreement shall commence upon the date upon which both parties have duly executed it (the “Effective Date”) and shall continue thereafter until terminated by either party. Either party wishing to terminate this Agreement may do so for any reason upon ninety (90) days written notice to the other.

A request by the County, pursuant to Section 2, Grant of Rights for a return of less than all of the Radios made available to Recipient pursuant to this Agreement shall not automatically operate to terminate this Agreement.

3.2 Effects of Termination

Effective upon the date of termination specified in writing by party terminating this Agreement: (1) Recipient’s right to use the Radios shall cease; (2) Recipient’s obligation to pay the Fees described in Section 5.2, Recipient, herein, shall cease; and (3) Recipient shall promptly return the Radios to the County.

SECTION 4: CONTROL OF RESPECTIVE RADIO SYSTEMS

The County and its Sheriff have ultimate authority with regard to the County’s Digital Trunked System. Recipient shall have ultimate authority over its own radio system. It is agreed by the parties that the County’s Digital Trunked System is and shall remain under full control and

supervision of the Sheriff and that the County is and shall be the sole owner of its existing Digital Trunked System as well as any new, added equipment that may in the future be made a part of the County's Digital Trunked System and other County networks or property. This status shall include all towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

It is further understood and agreed that Recipient is and shall be the sole owner of all of its existing radio system as well as any new, added equipment that may in the future be made a part of the Recipient's radio system and other Recipient networks or property, provided, however, that County-owned equipment that may be installed at Recipient locations to make connections to the Digital Trunked System is and shall remain the County's property and shall not be disturbed.

SECTION 5: RESPONSIBILITIES OF THE PARTIES

5.1 The County

5.1.1 Delivery and Installation of Radios

Pursuant to a mutually agreed upon schedule, the County shall deliver the Radios described in Attachment 1 to Recipient and shall install the Radios in public safety first responder vehicles designated by Recipient. County shall not be responsible for any additional Radio installations and shall not be obligated to install a Radio if it determines, in its sole discretion, that the vehicle provided by Recipient is unsuitable for such installation.

5.1.2 Training

Pursuant to a mutually agreed upon schedule, the County shall provide training on the use and operation of the Radios to the appropriate Recipient personnel who will be responsible for such operation.

5.1.3 Radio Frequencies; Access Codes

The County shall provide Recipient with the appropriate licensed frequencies upon which the Radios shall be used and shall provide updated or alternative frequencies as such frequencies become applicable. County shall also provide Recipient with any applicable access codes pursuant to which the Radios may be used to access the Digital Trunked System.

5.1.4 Direct Costs

The County shall be responsible for those costs associated with the core operations of its Digital Trunked System (the "Direct Costs"), which include the following:

- A. Maintenance costs for Digital Trunked System expenses that are directly billed to the County by the providers of such maintenance services;
- B. Telephone and utility costs and expenses;
- C. Direct labor costs of County Digital Trunked System technicians, engineers and other personnel assigned to the ongoing use of the Digital Trunked System;
- D. Other costs which are directly attributable to the cost of the Digital Trunked System, excluding rental costs.

5.2 Recipient

5.2.1 Monthly Access Fee

Recipient shall pay the County a monthly fee in exchange for the right to access the Digital Trunked System. This fee shall be calculated as follows:

The total dollar-for-dollar amount of the Direct Cost items listed in Section 5.1.3, Direct Costs, above, divided by the total number of Users* on the Digital Trunked System multiplied by the total number of Recipient Users (Monthly Access Fee = Direct Costs ÷ total number of Users on Digital Trunked System × total number of Recipient Users). The actual costs and quantities employed in the formula used to calculate the Monthly Access Fee are set forth in Attachment 2, attached to this Agreement. Attachment 2 will be updated by the County from time to time as the applicable costs and quantities change, but no less than annually.

* For purposes of this Section 5.2, a “User” means an individual, active or assigned radio user identification number for a radio programmed to be operational on the Digital Trunked System, whether or not it is a Radio subject to this Agreement. Radio user identification numbers assigned to inactive or reserve radios that are not programmed to be operational on the Digital Trunked System are not included in this definition.

5.2.2 Reimbursements

Recipient shall reimburse the County for costs incurred by the County as a result of purchases made by the County at the request of and for the benefit of Recipient. These costs may either be billed to the Recipient by the County or billed directly to the Recipient by the applicable vendor and include, but are not limited to, the following:

- A. Per unit maintenance costs associated with Recipient’s Users that are billed directly as a per-unit cost;
- B. Programming, re-programming, or other expenses associated with the maintenance of Recipient’s Users;

C. Installation or re-installation costs of equipment that requires permanent installation;

D. Special equipment, service, or connections for which only Recipient directly benefits.

5.3 Use of Radios

Recipient shall use the Radios only for official purposes and shall keep each Radio tuned at all times to the licensed interoperable frequencies designated by the Sheriff. Recipient shall conduct a monthly test of each Radio that will evidence to the Sheriff that the Radio is operational and tuned to the correct frequency. Recipient shall ensure that any access codes provided by the County shall only be given to those authorized by the County to receive them.

5.4 Cooperation and Access

Throughout the term of this Agreement, Recipient shall provide the County with reasonable cooperation and access to its facilities to promote the delivery and installation of the Radios, the training of the Recipient's personnel and any other purposes of this Agreement.

5.5 Risk of Loss; Insurance

Upon the installation of the Radios in Recipient's vehicles or upon its premises, Recipient shall bear the risk of loss for any damage or loss to such Radios. Accordingly, throughout the term of this Agreement, Recipient shall procure and maintain property insurance that shall provide coverage against all risks of physical loss and/or damage on a full replacement cost valuation basis without deduction for depreciation. Such insurance shall list Cook County as a named insured and loss payee.

5.6 Release and Indemnification; Covenant not to Sue

A. Release and Indemnification

Recipient is not purchasing the Radios and is making any payment to the County to reimburse the County for the County's purchase of the Radios. In entering into this Agreement, County seeks to enhance the ability of Recipient and its first responders to communicate and respond to threats or emergencies. Accordingly, in consideration of the terms and conditions of this Agreement, with the exception of intentional torts committed by County, Recipient hereby releases and agrees to indemnify and hold harmless the County, and all of its present, former and future officers, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the Digital Trunked System.

B. Covenant Not to Sue

Recipient hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, shareholders, directors, partners, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

SECTION 6: MISCELLANEOUS TERMS

6.1 No Joint Venture

This Agreement shall in no event be construed in such a way that either County or Recipient constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

6.2 Notice

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Office of the Cook County Sheriff

1401 N. Maybrook Dr.

Maywood, IL 60153

Attention: Chief of Police

Telephone: (708) 865-6520

Facsimile: (708) 865-4718

If to Recipient, to:

Brian P. McGuire

Township Supervisor

250 S. Rt. 59

Bartlett, IL 60103

Telephone: 630-837-0301

Facsimile: 630-837-9064

6.3 Entire Agreement

This Agreement constitutes the entire agreement of the County and Recipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Recipient and County with respect to the subject matter hereof.

6.4 Approval Required and Binding Effect

This Agreement between County and Recipient shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Recipient and, once duly authorized and executed as set forth herein, against the County.

6.5 Representations

Recipient represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of Cook, State of Illinois.

FOR COUNTY:

FOR RECIPIENT:

_____ Date: _____

_____ Date: _____

Tom Dart

Cook County Sheriff

APPROVED AS TO FORM:

Assistant State's Attorney

ATTACHMENT 1

ATTACHMENT 2

25 November 2009

City of Chicago
Raymond Orasco
Executive Director
Office of Emergency Management and Communications

Attention: Raymond Orasco
May 4, 2009

Mayor Patrick Kitching
4500 W 123rd St.
Alsip, IL 60803

Dear Mayor Kitching,

In an effort to improve radio communications for first responders throughout Cook County, the Cook County Homeland Security Urban Area Working Group (UAWG) in collaboration with the Office of the Cook County Sheriff, the Office of the President of the Cook County Board of Commissioners and the City of Chicago is providing a voice radio communication system that will enable immediate communication between all first responders in Cook County, should there be a man made or natural disaster.

As this year long initiative nears completion, ~~we are~~^{I am} pleased to let you know the primary components are available for use and deployment by your municipality. Please review the attached information which explains the concept and cost of this project. If you have any questions, please call us at (708) 865-6520.

~~We~~ know you will join ~~us~~^{me} in expressing appreciation for the tireless effort of the UASI Communication and Technology Subcommittee comprised of police, fire and first responders from throughout Cook County.

Our best personal regards to you,

Thomas J. Dart
Sheriff of Cook County

Mr. Al Pritchett
Chairman

COOK COUNTY EMERGENCY COMMUNICATIONS INTEROPERABILITY PLAN

FACT SHEET

BACKGROUND

In the beginning of 2006, the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI) Working Group, The Office of the President of the Cook County Board of Commissioners, Cook County Sheriff's Department, and the City of Chicago presented a plan to provide interoperable communications systems for First Responders throughout Cook County. The goal of this project is to establish an affordable, easy-to-use radio system that will ensure every municipality in Cook County can establish and maintain voice communication with neighboring jurisdictions during an emergency situation.

This collaborative initiative is near completion. The primary components that are now available for use and deployment by your municipality's First Responders are as follows:

- 1.) Four Portable Radio units, two for police and two for fire, with mobile mounted chargers (including installation) that would be installed in first responder vehicles that you select. The radios would be in the field and tuned to the Interoperability call channel at all times, to be used in the event of an emergency requiring interoperable communications. These radios will also have select Cook County Sheriff's Radio Channels, and the Starcom 21 channels, which allow for Statewide Interoperability.
- 2.) A command center mounted base station, or programming of the present ITTF base station), for communications on the channels described above.

COST

The initial cost to install the new County owned equipment in your four vehicles and base station, if required, will be covered by this initiative without charge to your Village. The equipment will remain titled to Cook County.

However, the annual shared radio network maintenance fee for each radio will be \$240.00. If you have four portables and one base station the total annual fee will be \$1,200.00 per year. During the initial years of this project, we may obtain funding that may reduce this fee, if received; we will reduce the fee accordingly.

The portable and base station equipment that we provide to you is covered under warranty for the first three (3) years, when a warranty plan is purchased after the three year term; the exact pass thru cost will be quoted and passed thru to the Village. We estimate the annual cost for each individual radio after the warranty has expired to be \$85.00 per year.

These costs and charges are explained in the Memorandum of Understanding (MOU) that we have attached for your review and approval, if you decide to participate in this program.

Please review the attached MOU, and if you decide to participate in this program please forward the signed agreement as well as the Radio Request Form for each of four (4) portables and one (1) base station being requested. These requests will be reviewed and the Cook County Sheriff's Department will be contacting you in order to fulfill this request.

WHAT'S NEXT?

We are presently working with the City of Chicago to establish UHF channels in the near future for interoperability, and will make notification to you when these channels are made available.

We will convene a radio users committee comprised of a diverse group of radio users from Suburban Cook County Agencies; that will provide input and monitor the on-going participation and costs of this program, and provide input to the Cook County Sheriff's Department as the operator of this Radio Network.

We strongly urge you to continue the programming of your conventional VHF portable and mobile radios to the Cook County Sheriff's Department channels as previously proposed, so that your present VHF equipment will be an additional form of radio communications in the event of an emergency.

We are pleased to offer this service, and continue to expansion of these resources to improve Radio Communications throughout Cook County. If you have any questions, please do not hesitate to contact the Office of the Sheriff at (708) 865-6520.

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAH COLLINS	1st Dist.	BIDGET GAINER	10th Dist.
ROBERT STIBBLE	2nd Dist.	JOHN P. DALEY	11th Dist.
JERRY BUTLER	3rd Dist.	FORREST CLAYPOOL	12th Dist.
WILLIAM M. BEAVERS	4th Dist.	LAWRENCE SUFFREDIN	13th Dist.
DEBORAH BIMS	5th Dist.	GREGG GOSLIN	14th Dist.
JOAN P. MURPHY	6th Dist.	TIMOTHY G. SCHNEIDER	15th Dist.
JOSEPH MARCO MORENO	7th Dist.	ANTHONY J. PERACA	16th Dist.
EDWIN ROYAL	8th Dist.	ELIZABETH ANN DOODY GORMAN	17th Dist.
PATRICK SILVESTRI	9th Dist.		



COOK COUNTY
BUREAU OF COMMUNITY DEVELOPMENT

MAURICE S. JONES
BUREAU CHIEF

69 West Washington, Suite 2900
Chicago, Illinois 60602-3171
TEL: 312-603-1000
FAX: 312-603-9971
TDD: 312-603-5255

December 16, 2009

HAND DELIVERED

Honorable Michael E. Kelly, Supervisor
Hanover Township
250 South Route 59
Bartlett, IL 60103-1648

Re: 2009 Cook County Community Development Block Grant Program

Project Number: 09-099
Budget Authority: \$35,000.00
Project Title: Senior Center Buildout

Dear Supervisor Kelly:

Please find enclosed the Subrecipient Agreement for your Township's Community Development Block Grant project for the 2009 Program Year. Included herein are two (2) Agreements for your project. Do not disassemble either copy. Likewise, enclosed please find specific "Instructions for Executing Subrecipient Agreements." New Subrecipients are encouraged to seek all technical assistance from your assigned planner. **PLEASE EXECUTE, IN FULL, EACH OF THE DOCUMENTS, AND RETURN WITH TWO COPIES OF THE RESOLUTION AND TWO ORIGINAL CERTIFICATION FOR THE AGREEMENT.**

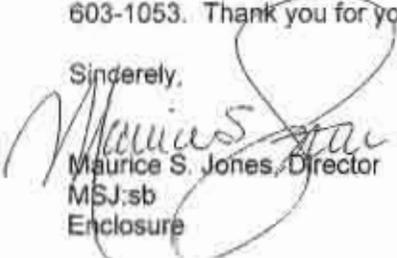
The County will process your Agreement upon receipt and will obtain all necessary County signatures. We will then return a fully executed copy of one Agreement to you for your files, and a "Notice to Proceed" after all required conditions have been met. **DO NOT PROCEED TO OBTAIN BIDS UNTIL YOU HAVE RECEIVED A "NOTICE TO PROCEED" LETTER.**

Return these documents to the County as soon as possible, but no later than thirty (30) days after the date of this letter. Failure to provide all of these required items for each Subrecipient Agreement will delay processing of your Agreements, and the issuance of your "Notice to Proceed". **This Policy will be strictly enforced beginning Program Year 2009.**

At this time, you may proceed to prepare any required RFP's if professional services are being paid with Block Grant Funds. If agency funds are to pay for professional services, we strongly urge you to complete the plans now.

Should you have any questions concerning this procedure, please contact Mr. Karl A. Brinson at (312) 603-1053. Thank you for your cooperation as we look forward to another productive program year.

Sincerely,


Maurice S. Jones, Director

MSJ:sb
Enclosure

2009 PROGRAM YEAR
OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

SUBRECIPIENT



AGREEMENT

SUBRECIPIENT: HANOVER TOWNSHIP

PROJECT #: 09-099

FOR : CAPITAL IMPROVEMENTS

PROJECT TITLE : Senior Center Buildout

GRANT AMOUNT : \$35,000.00

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into the 2009 Program Year that begins the first day of October 2009 as of the first day of October 2009, by the **Town of Hanover** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2009 through September 30, 2010, pursuant to said Act, and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **09-099**

NOW THEREFORE, the parties do hereby agree as follows.

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A").
2. Assurances (Exhibit "B").
3. Project Summary and Line Item Budget (Exhibit "C").
4. Administrative Requirements (Exhibit "D")

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications and assurances contained in Exhibits A, B, and D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Manual of Administrative Procedures, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit D.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit "C").

5. Grant Award.

The County hereby agrees to make a grant in a sum not to exceed **\$35,000.00**. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **09-099** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objective

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2010. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2010** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

National Objectives.

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate- income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient 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 real estate or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

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.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 21 of this Agreement and may take any of the actions set out therein.

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

G. For the purposes 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).

H. 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. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. Procedures After Executing the Agreement; Notice to Proceed.

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

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

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

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

D. Lobbying Certification

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

Hatch Act Davis Bacon

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq).

11. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

12. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as workshop, religious instruction or proselytization.

13. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq.

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

14. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "NOTICE TO PROCEED" is issued.

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months**

of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2010.

15. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract 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 not be limited to, the following: a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; time cards 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; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

16. Return of Funds and Accounts Receivables; Expiration of Project.

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

17. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

18. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

19. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income**

funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 21 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

20. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, 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, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, 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 County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient 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 County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

21. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever, the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may,
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or
 - b. demand refund of any funds disbursed to Subrecipient,
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
 - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - f. withhold further awards for the program;
 - g. take other remedies legally available; or
 - h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to

24. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the date of execution, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Director of Planning and Development (Signature)
County of Cook

Printed Name Date

Attest: _____
Cook County Clerk (Signature)

Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature)

Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature)

Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A

**EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION**

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;

2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;

3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

6. In the event that its fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

EXHIBIT B -- ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
 - 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 - 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C - PROJECT SUMMARY

2009 Program Year: October 1, 2009 through September 30, 2010



SUBRECIPIENT **HANOVER TOWNSHIP**

ADDRESS **250 South Route 59** CITY **Bartlett** ZIP **60103-1648**

James Barr (630) 837-0301 (630) 837-9064 E-MAIL **hanover@htonline.info**

PROGRAM MANAGER
PROJNUM **09-099** IDIS No. [] PROJECT TITLE **Build-out at the Hanover Township Senior Center.**
Account #: **9428225-580170.100**

Eligibility Citation **570.201(c)** Budget Amount **\$35,000** Award Match **\$7,375** Source 1 **Twp General Revenues**
Match 2 [] Source 2 []

SUMMARY PROJECT DESCRIPTION:

Eligibility:

LMI

- Does Not Apply
 Area Benefit
 Limited Clientele

- Housing Activity
 Job Creation/Retention

Census Tracts

Slum Blight

- Does Not Apply
 Area
 Spot

Block Groups

Is Acquisition Required?

- Yes
 No

L/M Income %

NARRATIVE:

Awarded Location

Hanover Township Campus South Illinois, Route 59, Bartlett, IL

AWARDED Project Description

Hanover Township will finish 3000 square feet of space of the basement at the Hanover Township Senior Center in order to establish a Positive Aging Resource Center (PARC).

Specific Anticipated Accomplishments

The Positive Aging Resource Center (PARC) to be established with these funds will allow the Township to provide additional resources for health screenings (cholesterol, blood pressure, glucose, etc.), Community nurse examinations, on-site case management by the state contracted agency, Catholic Charities, support groups, nutritional counseling, therapy sessions, educational seminars and massage therapy. The PARC will occupy 3000 square feet of previously empty space in the Senior Center. The space will contain individual office, a resource room and small-medium group areas.

Environmental Review

Categorically Excluded (24 CFR 58.35)

Amendment

Amendment Date

Planner

Bill Drobitsch

PROJECT COMPLETION SCHEDULE

Month 1

Development of plans and ~~engineering~~ specs.

Engineering

Month 2

Publication of RFP.

Month 3

Review period, evaluation of submitted bids, award of contract. Pre-construction meeting with county staff.

Month 4

Begin Project.

Month 5

Work Continues; conduct monthly project evaluation.

Month 6

Work Continues; conduct monthly project evaluation.

PROJECT COMPLETION SCHEDULE

Month 7

Work Continues; conduct monthly project evaluation.

Month 8

Conduct final review of project. Final pay-out, budget & programmatic review/ reconciliation of accounts.

Month 9

Project Complete.

Month 10

Month 11

Month 12

Conduct final review of project. Final pay-put, budget & programmatic review/ reconciliation of accounts. Project Complete.

Project Complete

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

(1) Position Classification	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL SALARIES:	\$0		\$0	\$0	\$0

FRINGE BENEFITS

(1) Position Classification	(2) Annual Fringe	(3) % of time spent on Project	(4) Fringe Utilized for Project	(5) CDBG Fringe	(6) Match Fringe
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FRINGE BENEFITS:	\$0		\$0	\$0	\$0

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$35,000	\$0	\$35,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
TOTAL PROJECT ACTIVITY:	\$35,000	\$0	\$35,000

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

Project Delivery *(You are encouraged to use CDBG Funds for salaries and fringes only.)*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.550 per mile			\$0
Other: _____			\$0
Other: _____			\$0

Professional Services *(Need to be Procured if using CDBG Funds.)*

Architect		\$2,700	\$2,700
Engineering		\$1,050	\$1,050
Legal		\$1,000	\$1,000
Accounting (except Single Audit)			\$0
Other: _____		\$2,625	\$2,625
Other: _____			\$0

TOTAL PROJECT DELIVERY: CDBG Funds: \$0, Matching Funds: \$7,375, TOTAL: \$7,375

CDBG Grand Total
\$35,000

Match Grand Total
\$7,375

Grand Total
\$42,375

EXHIBIT D
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. *With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements.* Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

Hanover Township FY 2011 Strategic Plan

**Consultant's Report
December 2009**

**Prepared by
Michael T. Peddle, Ph.D.
Curtis H. Wood, Ph.D.**

We appreciated the opportunity to assist Hanover Township by facilitating the FY 2011 strategic planning session on Saturday, November 21, 2009. During the FY 2011 strategic planning session, department directors and agency officials reported FY 2010 goal accomplishments and their recommended FY 2011 strategic goals, and the Township Board reaffirmed the Township mission statement, created a vision statement, engaged in a dreaming session, revisited and brainstormed the internal and external organizational challenges, and selected and prioritized the FY 2011 departmental and Board strategic goals.

The following consultant's report summarizes the results of the FY 2011 strategic planning session.

Mission Statement

The township mission statement is an expression of the Township government's purpose, role, and values. At the November 21, 2009 strategic planning session, the township board reaffirmed the following mission statement:

Mission Statement

Hanover Township is committed to providing an array of quality, cost effective, community-based services, and to acting as a dynamic and responsive organization that delivers services in a responsible and respectful manner.

The consultants continue to recommend that the township mission statement be shared with township staff, citizens, and businesses. For example, the mission statement should be visible to employees and the public at all township facilities and placed on official public reports, documents, and letterhead. We would also suggest that the mission statement be incorporated into the materials for township board meetings. For example, the township mission statement could be prominently displayed at each board meeting or printed on the Board's agenda. Given the Board's commitment to

the mission statement and the connection between the Township's strategic goals and the mission statement, the township board might consider linking each major item on the meeting agendas with a specific strategic goal or the mission statement.

Vision Statement

The township vision statement represents the Board's expression of what can be accomplished during the next five years to realize the Township mission. At the November 21 strategic planning session, the Board endorsed the following vision statement:

Vision Statement

Hanover Township will become a sustainable government, recognized as a leader in facilitating collaboration among residents, businesses, public, non-profit, educational, and research institutions to produce integrated social services and effective governance.

Dreaming Session

The consultants asked the Township Board to visualize what the ideal Hanover Township would look like were there no internal or external organizational constraints or challenges. Board members were invited to share their dreams with fellow Board members. The following dreams emerged:

1. Construct an Elgin Campus that includes a home for all Township departments
2. Provide paratransit services and facilities to township residents
3. Hire more Township outreach staff
4. Provide opportunities for youth that create career paths, thus reducing the dropout rates and juvenile delinquency.
5. Construct a Youth Center that serves all township youth.

Internal and External Organizational Challenges

The Township Board then brainstormed the internal and external organizational challenges and constraints facing the Township that need to be overcome in order to successfully achieve the mission, realize the vision, and make the shared dreams come true. Below are the results of the brainstorming

session:

Internal Organizational Challenges (In no particular order)

- Interdepartmental communication
- Revenue constraints
- Active and successful grant writing operations
- Physical space constraints
- The township relationship with Elgin
- Lack of resident awareness of the township services
- Township has a limited service relationship with residents without special needs.

External Organizational Challenges (In order of priority)

1. Effectively communicate the township message in today's world that mixes traditional and technology-based interactions
2. Overcoming the poor reputation that townships have in general, thus affecting Hanover Township's reputation
3. Cultural assimilation (reduce the culture gap)
4. Need to maintain town strengths in face of increasing demands and expectations for service
5. Adverse economic conditions affect demand for services and access to the necessary resources
6. Mental Health 708 statute
7. State codes pertaining to townships
8. There is a growing low-income, aged, and minority population with special needs
9. The impact of municipal, county, and state politics on the township
10. The jigsaw puzzle of overlapping, non-contiguous, and autonomous jurisdictions makes it difficult to develop and sustain relationships with other governments
11. Township has limited taxing authority that presents a revenue challenge
12. State tax cap

Board and Department Strategic Goals

Strategic goals are the important projects, programs, or policies/plans that make it possible to reduce the internal and external challenges and achieve the shared township mission, vision, and dreams.

At the strategic planning session on November 21, 2009, the Township Board, Township Administrator, the Assessor, Township Clerk, Director of Community Health, Emergency Management Agency Director, Facilities and Maintenance Director, Highway Commissioner, Mental Health Board Director, Director of Senior Services, Director of Welfare Services, and Director of Youth and Family Services reported the departmental FY 2010 accomplished goals and FY 2011

recommended goals (See the Appendix for the full report). Board members then queried each of the department directors or agency officials.

The Township Board then discussed, selected, and prioritized the FY 2011 goals for the following seven departments:

1. Office of Community Health
2. Emergency Management Agency
3. Facilities and Maintenance
4. General Government/Administration
5. Senior Services
6. Welfare Services
7. Youth and Family Services

The Township Board also discussed, selected, and prioritized the Board's FY 2011 strategic goals.

Departmental and Board FY 2011 goals were determined and prioritized by consensus.

Township Board (FY 2011 Goals, not in order of priority)

1. Oversee development and implementation of the community relations/communication plan (aligns with goal in the Administration Department) including but not limited to the following components:
 - Educating citizens about the unique and comprehensive services and the benefits offered by township government
 - Needs of township citizens
 - Communicating in traditional and technology-based interactions with church groups, homeowners' associations, and social media
 - Newscasts and government television shows
2. Conduct a comprehensive community needs assessment using a multi-phased approach including surveys, focus groups, and interviews to determine public opinion of township services and areas of need in the spectrum of social services available in the community.
3. Township to provide an A-Z services guide for citizens in the township
4. Board to hold regular workshops with local governments and non-profits in the township. Need to develop a new strategy for when and where to hold such meetings.

General Government/Administration (FY 2011 Goals, in order of priority)

1. Management staff development utilizing the concepts of Patrick Lencioni emphasizing team building focused on trust, positive conflict, commitment, accountability, and results. Tactical, strategic, and off-site meetings will be used to accomplish Board goals and objectives and increase cohesiveness.
2. Plan and implement the FY 2011 Capital Improvement Program including the renovation of the Astor Avenue Community Center, planning and design of the Senior Center lower level, and planning of the senior park, "Runzel Reserve."

3. Research alternative general liability and special liability insurance options and recommend preferred alternatives to the Township Board for consideration.
4. Implement the communications and community relations plan as adopted by the Township Board.
5. Continue to complete NIMS training throughout the Township to gain federal compliance.

Office of Community Health (FY 2011 Goals, in order of priority)

1. Work cooperatively with local intergovernmental agencies and internal departments to identify high risk clients and assist with disease management issues; decrease emergency situations for Township residents as applicable and begin groundwork for Medical Reserve Corp.
2. Increase prevention services/clinics within the Township.
3. Increase public awareness about the Office of Community Health and the services we provide.
4. Expand policies and procedures for the Office of Community Health and implement training programs for staff.

Emergency Management Agency (FY 2011 Goals, in order of priority)

1. Complete and implement the Emergency Operations Plan (EOP) by May 1, 2010, to include defining core volunteer training, complete training, dispatching plan, and responding to calls.
2. Complete "Comprehensive All Hazards Preparedness Plan."

Facilities and Maintenance (FY 2011 Goals, in order of priority)

1. Going Green: Research and develop ways of saving energy throughout the Township, including but not limited to the repair or installation of a "Green Roof" for the administration building.
2. Work with architects and building contractors to plan the build-out of the lower level of the Senior Center.

Senior Services (FY 2011 Goals, in order of priority)

1. Develop a senior services implementation plan for presentation to the Board, based on the consultant's findings.
2. Collaborate with local governments and other agencies to increase resources.
3. Create a Fund Development Plan to increase corporate or individual sponsorship of programs.

Welfare Services (FY 2011 Goals, in order of priority)

1. Establish a Township Social Services Coordinating Council that is responsible for creating a coordinated social service delivery system throughout the Township
2. Collaborate with the Youth and Family Services Department by developing the Community Work Program so that general assistance recipients can learn new job skills and improve technology skills.
3. Implement a General Assistance Support Group where clients can develop new relationships,

socialize, and have the opportunity to discuss issues as well as accomplishments.

Youth and Family Services (FY 2011 Goals, in order of priority)

1. Reorganize and develop the HTYFS's Outreach and Prevention Services.
2. Develop, implement, and evaluate the Alternative to Suspension program.
3. Solidify research findings related to alternatives to juvenile court programs, and develop a program to be launched in possible partnerships with police departments, juvenile court probation officers, and school administrators.
4. Research and develop a program to address youth employment through the development of a job incubator/bank, training for soft skills, school completion strategies, money management skills, and community service learning opportunities for hands on learning and experience.

Conclusion

The Hanover Township Board and administration should be commended for their continued commitment and dedication to strategic planning and the thoughtful, productive, and collegial way the FY 2011 strategic planning process was conducted. The consultants recognize the progress that has been made regarding the successful completion of the FY 2010 strategic goals. We also note how well the FY 2011 Board and departmental strategic goals connect with the Township mission and vision statements.

Since the first strategic planning session in November 2007, the consultants cannot help but notice that the Township strategic planning sessions have become more efficient, productive, and purposeful. It is evident that the township elected officials and administration take their governing and management responsibilities very seriously. We are confident the Township Board and administration can and will efficiently and effectively implement the FY 2011 strategic goals, thus making it possible to realize the Hanover Township mission and vision.

We are very pleased to have been involved in a very successful strategic planning session. Please let us know if you have any questions or if we can be of further assistance to Hanover Township.