



AGENDA ITEM # 12A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

January 10, 2022

Item Title: Memorandum of Understanding between Bloomingdale Township Mental Health Board and the Village of Roselle

Staff Contact: Steve Herron, Chief of Police

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to sign the Grant Award between the Village of Roselle and the Bloomingdale Township Mental Health Board in the amount of \$125,000 to provide counselors at the police department to serve the mental health needs of the residents of Roselle.

Executive Summary:

The past four years the Village has applied for and received grant awards from the Bloomingdale Township Mental Health Board to provide mental health services for the residents of Roselle. In July of 2021, staff applied for grant funding to expand counseling services from the proposed 60 hours per week to 80 hours per week, which would staff counselors 7 days per week. In November 2021, the Bloomingdale Township Mental Health Board awarded the Village of Roselle \$125,000 to expand counseling services to residents.

The Village's FY 2022 Budget includes funding for 2 full-time counselors. The Village hired one of the full-time counselors in late-November 2021. The recruitment process for the second full-time counselor is currently underway.

Implications:

Is this item budgeted? Yes, \$189,100 have been budgeted in salary and benefits for these positions. Grant funding for \$125,000 has been awarded to the Village of Roselle from the Bloomingdale Township Mental Health Board to offset the costs of a portion of these expenses.

Any other implications to be considered? No.

Attachments:

Bloomingdale Township Grant Award and Application for 708 Funding request
Bloomingdale Township Grant Award Resolution

RESOLUTION NO. 2022-

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN FOR A GRANT BETWEEN THE VILLAGE OF ROSELLE AND THE BLOOMINGDALE TOWNSHIP MENTAL HEALTH BOARD TO FUND A BEHAVIORAL HEALTH SUPPORT POSITIONS WITHIN THE ROSELLE POLICE DEPARTMENT

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village of Roselle to enter into a grant with Bloomingdale Township Mental Health Board to fund Behavioral Health Support Positions; and

WHEREAS, these Behavioral Health Support Positions will work cooperatively to address the mental health needs of individuals who are in need of behavioral health services; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain GRANT between the Bloomingdale Township Mental Health Board and the Village of Roselle, which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 10th day of January, 2022

AYES:
NAYS:
ABSTAIN:
ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

**The Bloomingdale Township Mental Health Board
123 Rosedale Avenue, Bloomingdale, IL 60108**

GRANT

This Grant of the Bloomingdale Township Mental Health Board ("BTMHB") is made effective as of November 16, 2021, by and between Village of Roselle ("Grantee"), an Illinois municipal corporation, with its principal place of business at 103 S. Prospect Street, Roselle, Illinois 60172, which has a police department and the BTMHB, with its principal place of business at 123 N. Rosedale Avenue, Bloomingdale, IL 60108 (collectively referred to as "the Parties").

WHEREAS, Grantee is receiving a Grant from the BTMHB, which is governed by the Illinois Community Mental Health Act (405 ILCS 20/0.1 et seq.) and the BTMHB Requirements and Guidelines for Funding Fiscal Year 2021/22.

WHEREAS, the purpose of all BTMHB grants is to aid, treat, educate and prevent mental illness, developmental disabilities and substance use/abuse issues for persons and families residing in Bloomingdale Township.

WHEREAS, to achieve these goals, Grantee agrees to cooperate and collaborate with other providers, community groups and BTMHB as may be necessary or convenient.

WHEREAS, this funding is only for the purposes set forth in the Grant Application submitted by Grantee for fiscal year 2021-2022 and any modifications approved by the BTMHB.

WHEREAS, the Grantee application is included as Exhibit 1 to this Contract, as well as the requirements and guidelines for funding.

NOW, THEREFORE, in consideration of the covenants and terms set forth in this Grant, the Parties hereby agree as follows:

1. The foregoing recitals are incorporated herein as substantive provisions.
2. The BTMHB is providing Grantee with a grant in the amount of \$125,000.00 for the specific program set forth in Grantee's application, in whole or in part.
3. The Grantee will invoice the BTMHB in quarterly installments as services are performed starting no sooner than the signing of this contract and ending no later than eighteen (18) months following the signing of this contract. Since new awards are available annually, the total period of service should be a one-year period
4. Grantee shall submit documentation, along with the quarterly invoicing, sufficient to demonstrate that the expenditures associated with the Grant are being used for the benefit of residents of Bloomingdale Township.
5. The BTMHB shall have the right to require documentation, including the number of

Bloomington Township residents receiving services, for all expenditures of Grant funds and to determine whether funds expended were for the purposes of and in conformance with the Grant.6. The BTMHB, in its sole discretion may terminate or suspend Grant payments, in whole or in part, without penalty or further Grant payments being required, if the BTMHB determines that 1) Grantee has failed to properly establish that funds were properly expended for the purposes set forth in the Grant, 2) that Bloomington Township residents are not receiving the services identified in the Grant application, or 3) that a grant reduction is necessary or advisable. Grantee will be notified in writing of any reduction or decrease in grant funding. Grant payments will be paid to the Grantee for all work performed in conformance with the requirements of this agreement up to and including that date of the service of the written termination or suspension on the Grantee.

7. By accepting this grant, Grantee agrees to provide if/as requested for audit purposes copies of all future documented expenditures and/or obligations to the BTMHB in accordance with Generally Accepted Accounting Principles (GAAP).

8. Purchases made from this grant shall become the responsibility and property of the Grantee and not the BTMHB. Grantee will assume all property control and custody responsibilities. Likewise, Grantee agrees that all future costs related to maintenance, repairs, and upgrades to equipment or purchased with these grant funds shall be the sole responsibility of Grantee.

9. Indemnification and Liability: If any claim is asserted or action or proceeding brought against the BTMHB which alleges that all or any part of Grantee's performance under the terms of this Grant caused harm or damage, Grantee shall defend any such claim or action with counsel of the BTMHB's choice and at Grantee's expense and shall indemnify the BTMHB for any costs, including reasonable attorneys' fees, and any compensatory or punitive damages awarded in connection therewith if it is determined that Grantee has acted negligently in its duties pursuant to this Grant. Grantee hereby consents to jurisdiction of any court or other forum in which any claim is asserted against the BTMHB for which Grantee may have an obligation hereunder.

10. Insurance: Grantee shall carry all necessary insurance required by law, including but not limited to Worker's Compensation Insurance to cover all employees who work for Grantee pursuant to this Grant. Further, Grantee must obtain Comprehensive General Liability insurance with a minimum of One Million (\$1,000,000.00) Dollars in coverage. the BTMHB shall be listed as an additional insured and the BTMHB shall be provided with a Certificate of Insurance prior to the commencement of any work being performed by Grantee.

11. Regardless of the terms and conditions set forth in Sections 9 and 10 of this agreement, neither the Grantor or the Grantee waive, release or otherwise compromise in any manner their statutory or common law immunities (to the extent the latter exist) that may exist.

12. There are no third-person beneficiaries of this agreement.

13. Merger: This Grant shall be terminated by the merger or consolidation of the BTMHB into or with any other entity.

14. Independent Parties: This Grant shall not render the Grantee a partner, agent of, or joint venture with the BTMHB for any purpose.

15. Taxes: Grantee shall be responsible for all applicable federal, state, county, local or other taxes whatsoever designated and whether levied or based upon the compensation paid under this Grant.

16. Successors and Assignment: All of the provisions of this Grant shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, or assigns. However, the Grantee shall not assign any of its rights under this Grant, or delegate the performance of any of its duties hereunder, without the prior written consent of the BTMHB.

17. Governing Law, Compliance with Law: This Grant shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America. The Parties hereby irrevocable consent to the jurisdiction of the state courts located in DuPage County, Illinois, in any action arising out of or relating to this Grant, and waive any other venue to which either party might be entitled by domicile or otherwise.

18. Waiver: The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights.

19. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Grantee:

Mayor David Pileski

Village of Roselle

103 S. Prospect Street, Roselle, IL 60172

If to the BTMHB:

Attn: Chairman
The Bloomingdale Township Mental Health Board
123 N. Rosedale Avenue
Bloomingdale, IL 60108

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment: This Grant may not be modified or amended except in writing approved by the corporate authorities of each party and signed by each of the Parties to the Grant.

21. No Authority to Bind: Neither party shall have the ability to bind the other party with a third party, nor shall any party represent to any third party that it has said authority.

22. Entire Agreement: This Grant expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Grant shall be construed as to its fair meaning and not strictly for or against either Party, including construction against the drafter. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

23. Counterparts and Right: This Grant may be signed in counterparts; which together shall constitute one Grant. The person signing on behalf of each Party represents that he or she has the right and power to execute this Grant.

24. By signing this document, Grantee certifies that it agrees to use the grant funds provided only for the purposes articulated in the application and approved written modifications. Grantee further certifies and agrees to document and maintain records of expenditures and/or obligations in accordance with generally accepted auditing standards.

IN WITNESS WHEREOF the undersigned have executed this Grant as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

<p><i>Grantee</i></p> <p>Authorized Signature:</p> <p>Title:</p> <p>Date:</p> <p>Bloomington Township Mental Health Board</p> <p>Authorized Signature:</p> <p>Title:</p> <p>Date:</p>
