

ORDINANCE NO. 2247-23

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN ELA TOWNSHIP'S HEALTH AND WELLNESS DEPARTMENT

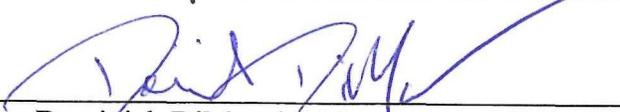
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Village and the same are hereby authorized and directed, to enter into an intergovernmental agreement with Ela Township's Health and Wellness Department for the mutual benefits and purposes, as attached hereto as Attachment "A", and, by this reference made a part hereof.

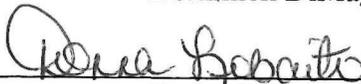
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on March 27, 2023.

AYES: Kaiser, McCarthy, Rejcek, Bauer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: March 27, 2023

APPROVED: March 27, 2023

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HAWTHORN WOODS, LAKE COUNTY, ILLINOIS
AND ELA TOWNSHIP'S HEALTH & WELLNESS DEPARTMENT, LAKE COUNTY,
ILLNOIS**

This Agreement is made by and between the Village of Hawthorn Woods ("the Village") and Ela Township's Health & Wellness Department ("the Township") by and for the mutual benefits and purposes as set forth below.

RECITALS

WHEREAS, the Village is a unit of local government established and governed by the Illinois Municipal Code, 65 ILCS 5-1-1, *et seq.*; and

WHEREAS, the Township is a unit of local government established and governed by the Illinois Township Code, 60 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Village and the Township are empowered to agree to cooperate and share each party's statutory powers under both the Illinois Constitution, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the governing boards of the Village of Hawthorn Woods and Ela Township have determined that it is in the best interest of the Village and the Township to enter into an agreement providing for the Village to contract for certain mental health services from the Township; and

WHEREAS, the governing boards of the Village and the Township have approved of the terms and authorized the execution of the Mental Health Agreement attached hereto as "Exhibit A."

NOW, THEREFORE, the VILLAGE OF HAWTHORN WOODS and ELA TOWNSHIP agree as follows:

1. Mental Health Agreement

The Village and the Township are authorized to enter into the Intergovernmental Mental Health Agreement attached hereto as "Exhibit A," which is incorporated into this

Agreement.

2. Execution of Agreement

The Village President and the Township Supervisor are hereby authorized to take any and all steps necessary to execute and effectuate the Intergovernmental Mental Health Agreement and its terms.

IN WITNESS WHEREOF, the VILLAGE OF HAWTHORN WOODS and ELA TOWNSHIP have caused this Interdepartmental Agreement to be executed by duly authorized officers thereof on the dates indicated below.

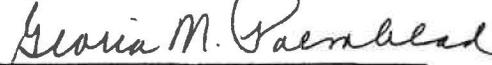
THE VILLAGE OF HAWTHORN WOODS

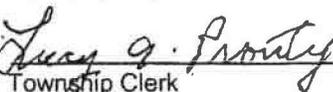
By: 
Village President

Attest: 
Village Clerk

Date: March 27, 2023

ELA TOWNSHIP

By: 
Township Supervisor

Attest: 
Township Clerk

Date: April 20, 2023

EXHIBIT A

INTERGOVERNMENTAL MENTAL HEALTH AGREEMENT

WHEREAS, Ela Township employs a Licensed Mental Health Clinician who is licensed under the laws of the State of Illinois; and

WHEREAS, the Village of Hawthorn Woods' Police Department is frequently in contact with people who could benefit from the services of a Licensed Mental Health Clinician; and

WHEREAS, the Village of Hawthorn Woods' Police Department desires to use Ela Township's Mental Health Clinician to provide mental health services.

In consideration of the covenants contained herein and good and valuable consideration, the Village of Hawthorn Woods, Lake County, Illinois ("the Village") and Ela Township, Lake County, Illinois, ("the Township") hereby agree as follows:

Section 1: **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to establish a continuing relationship whereby the Township will provide the Village's Police Department with mental health services. Subject to the terms of this Agreement, the Township agrees to provide its Licensed Clinician to the Village for the purpose of providing the Village's Police Department with access to mental health services for residents of the community. The Township's Licensed Clinician shall provide mental health services to individuals that come in contact with the Village of Hawthorn Woods through the Village's Police Department who present the need for mental health intervention. The Township and the Village are making this Agreement in recognition of the fact that the capabilities of mental health personnel in local law enforcement organizations are enhanced by having access to regional programs and the assistance of other departments. This Agreement is intended to enhance access to mental health assistance to the Village of Hawthorn Woods's Police Department through the intergovernmental cooperation of the Hawthorn Woods Police Department and Ela Township.

Section 2: **HOURS OF WORK.** The Licensed Clinician shall determine the specific hours they work at the Hawthorn Woods Police Department based upon their case load from the Village and other responsibilities to the Township.

Section 3: **SERVICES PROVIDED BY LICENSED CLINICIAN.** The Licensed Clinician will be responsible for the provision of mental status assessment, resource management, and counseling to citizens in the community and will aid the police department through training. The Licensed Clinician's functions are not an investigative, enforcement, or intelligence gathering division of the department. The sole duty of the Licensed Clinician will be to aid citizens in situations beyond the

scope of the capabilities of the police officers and to assist in situations where the Licensed Clinician's intervention could help divert the citizen(s) from being introduced into the criminal justice system. The parties agree the Licensed Clinician shall not be responsible for any action (or lack thereof) regarding duties outside the Licensed Clinician's area of expertise. The Licensed Clinician's specific duties will include, but will not be limited to, the following:

- A. Accept case referrals from police officers regarding clients for diagnostic assessments, intervention, and short-term counseling for all clients with mental health issues;
- B. Information and referral;
- C. Case management;
- D. Develop and maintain an adequate record-keeping system, including ensuring access to the files is kept confidential and limited to the Health & Wellness Department of Elia Township, unless the appropriate waiver forms have been obtained.
- E. Ensure that the Licensed Clinician's actions comply with the Illinois Mental Health Development and Disabilities Confidentiality Act, the Illinois Mental Health Confidentiality Act, The American Counseling Association Code of Ethics, and with the National Association of Social Workers' Code of Ethics. For limited purposes of sharing information and follow-up services, the Village's police personnel will be treated as agents of the Township for reasons of confidentiality and case coordination.

Section 4: EQUIPMENT AND SUPPLIES. The Village of Hawthorn Woods's Police Department agrees to provide the Licensed Clinician with the necessary area (Office/Meeting/Interview Room), needed to conduct interviews and referral services. The Village's Police Department will provide the Licensed Clinician relevant information regarding their involvement with potential mental health services recipients, within department guidelines for dissemination of information. Any workspace provided will be at the discretion of the Police Department and will contain secure areas to store the Licensed Clinician case files.

Section 5: EMPLOYMENT, COMPENSATION AND BENEFITS. The Township's Licensed Clinician shall remain an employee of the Township. The Village's police and law enforcement personnel who

come in contact with the Township's Licensed Clinician shall remain employees of the Village. Each party shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this agreement, including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable. Each party shall be responsible for the payment of worker's compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided under this Agreement.

Section 6: FEE FOR SERVICES. Any resources, including personnel, equipment, supplies and/or services provided under this Agreement shall be at no charge to the other party.

Section 7: INSURANCE. Each party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employee or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated in this Agreement. Each party shall bear the cost of its own defense. This Agreement shall not be construed to either enlarge or diminish any obligation or duty owed by one party as to third parties or to increase the liability of any party beyond that which is required by law.

Section 8: INTERNAL PROCEDURES. The Township's Director of Health & Wellness and the Village's Director of Public Safety shall establish procedures for the rendering of cooperative mental health service contemplated by this Agreement. A copy of those procedures shall be filed with the Village Clerk and the Township Clerk.

Section 9: WAIVER OF CLAIMS. Each party agrees and hereby releases and waives all claims against the other with respect to any loss, damage, personal injury, or death sustained by that party, its employees, officers, agents, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence of willful and wanton misconduct.

Section 10: TERM. In the event that the Township, in its sole discretion, continues to employ a Licensed Clinician, this Agreement shall be in effect for a period of one year commencing on June 1st, 2022, and continuing thereafter until May 31st, 2023 and shall automatically renew for successive one-year terms. In the event, the Township Board determines that it cannot or will not employ a Licensed Clinician, the Township may terminate this

Agreement on seven days' notice to the Village. Otherwise, either party may terminate this agreement at any time, with or without cause, provided written notice is given at least 30 days in advance of termination, or by January 31st of that year in the case of the contract not renewing.

Section 11: EFFECTIVE DATE. This Agreement shall be in full force and effect upon execution by both parties in the manner provided by law.

Section 12: BINDING EFFECT. This Agreement is not assignable or transferable.

Section 13: VALIDITY. The validity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and the remaining provisions of the Agreement shall remain in full force and effect.

Section 14: NOTICES. All notices shall be in writing and shall be served personally or by registered or certified mail to the Township's Clerk and the Village's Clerk, as the case may be, at the party's official administrative offices.

Section 15: GOVERNING LAW. This Agreement shall be governed, interpreted, and construed according to Illinois Law.

Section 16: EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed one in the same.

Section 17: AMENDMENTS. This Agreement may only be amended by prior written consent of the parties but shall not preclude or limit the amendment or modification of the internal regulations, policies and procedures of the parties.

Section 18: RECITALS. The recitals of the preamble to this Agreement are expressly incorporated by reference herein and are considered part of the Agreement.

Section 19: SEVERABILITY. Should any provision in this Agreement be deemed in court to be unenforceable, then that provision shall be severed, and the Village shall have the option to enforce the remaining provisions within this Agreement.

THE VILLAGE OF HAWTHORN WOODS

By: [Signature]
Village President

Attest: [Signature]
Village Clerk

Date: March 27, 2023

ELA TOWNSHIP

By: [Signature]
Township Supervisor

Attest: [Signature]
Township Clerk

Date: April 20, 2023