

**HANOVER PARK PARK FOUNDATION BOARD MEETING
COMMUNITY CENTER MULTI-PURPOSE ROOM & ZOOM CONFERENCING APP
MEETING PHONE # 312-626-6799 MEETING ID: 822 0328 8860 MEETING PASSCODE: 936270
WEDNESDAY, MAY 25, 2022 7:00 p.m.**

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **APPROVAL OF THE MINUTES**
 - A. **Motion to Approve** – October 26, 2021 Foundation Meeting Minutes
 - B. **Motion to Approve** – December 14, 2021 Foundation Meeting Minutes
5. **FINANCE**
 - A. **Motion to Approve** - Treasurer's Report (for the period ending February 28, 2022
 - B. **Motion to Approve** – YES Account Update March 18, 2022
6. **OLD BUSINESS**
 - A. Charitable Games Operator's License Renewal 2022 Update
 - B. Update on Recruitment of New Trustees, Members, Volunteers: Roberto Sepulveda & Leah Munoz
7. **NEW BUSINESS**
 - A. **Review & Approve** – Notice of Agreement Cancellation with National Association of Park Foundations
 - B. **Review & Approve** – Professional Services Agreement for Consulting Services with Ortale Associates, Ltd. and the Hanover Park Park Foundation
 - C. **Review & Approve** – National Association of Park Foundations 2022 Annual Membership Renewal in the amount of \$375
 - D. Discuss Chairman Elkins Magazine info & HPPD Playbook proposal
 - E. Fundraising Opportunities 2022
 - CCAC Pickleball Tournament June 25-26 fundraising for local charity-HP Parks Foundation
Nothing from Foundation needed; donation from group organizing tournament
 - Village Cops Day Movie Night, July 15, 5:30-10:00 p.m. @ Springwood Middle School; 5-8 volunteers needed, popcorn, beverages, candy, chips
 - Fall Fun Fest, September 10, 4:00- 7:00 p.m., sell grilled corn & Taffy Apples
 - Cricket Concessions @ Community Park
8. **CORRESPONDENCE**

NONE
9. **OTHER BUSINESS**
 - A. Next Quarterly Foundation Board Meeting – Wednesday, June 29, 2022 @ 7:00 p.m. in CC Board Room
10. **ADJOURNMENT**

**HANOVER PARK FOUNDATION MEETING
COMMUNITY CENTER BOARD ROOM & ZOOM CONFERENCING APP
TUESDAY, OCTOBER 26, 2021 7:00 p.m.**

MINUTES

CALL TO ORDER

The October 26, 2021 Hanover Park Foundation Meeting was called to order by Secretary O'Brien at 7:06 pm.

ROLL CALL

Trustees Present:	4	Trustees Cortes, Mustafa, Secretary O'Brien, and Chairman Elkins
Trustees Absent:	0	None
Members Present:	1	Roberto Sepulveda
Staff Present:	2	Business Services Manager Santucci, Marketing & Communications Manager Gomez
Guests Present:	3	Lewis Colin, Norma Colin, Laura Reilly

APPROVAL OF THE AGENDA

A motion was made by Trustee Cortes and seconded by Secretary O'Brien to approve the Agenda, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees, Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

APPROVAL OF THE MINUTES

A motion was made by Chairman Elkins and seconded by Trustee Mustafa to approve the July 6, 2021 minutes, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

A motion was made by Chairman Elkins and seconded by Trustee Mustafa to dispense with the reading of the minutes, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

FINANCE

A. Approval of the Treasurer's Report

A motion was made by Secretary O'Brien and seconded by Trustee Cortes to approve the Treasurer's Report of August 31, 2021, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

Chairman Elkins suggested that there be a budgeted amount for persons who do work for the Foundation. Trustee Mustafa argued that we should not pay people, but should concentrate on raising money to benefit Foundation recipients.

B. Approval of the HPPD Reimbursement for HP Parks Expenses for 7-16-21 & 7-23-21 Movie in the Park events for \$491.40

A motion was made by Chairman Elkins and seconded by Trustee Cortes to approve of the HPPD reimbursement for HP Parks expenses for 7-16-21 & 7-23-21 Movie in the Park events for \$491.40, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

C. Approval of the Y.E.S. Account

A motion was made by Chairman Elkins and seconded by Trustee Cortes to approve the October 5, 2021 Y.E.S. account, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins
Nays: 0 None
Abstain: 0 None

Manager Santucci confirmed that there has been no activity in the Y.E.S. account since the start of COVID-19. Discussion was held on the current procedures to apply for a Y.E.S. scholarship and it was agreed that a review and further discussion of the application process would be on the December meeting's Agenda

OLD BUSINESS

A. Charitable Games Operators License Renewal 2021-2022

Secretary O'Brien reported that he has been contacted regarding missing information on the application. He added that the fee has been accepted and that there will be an extension of time to supply the missing information.

B. Update on recruitment of Trustees, Members, Volunteers – Roberto Sepulveda, Leah Munoz, Belinda Mustafa, and others

Discussion centered on how to attract interested persons and what would make it more appealing to persons. Chairman Elkins suggested a rotation, enabling everyone to serve a time as Trustee. Secretary O'Brien replied that the Foundation's bylaws would need to be checked if that was possible. Trustee Mustafa proposed all new bylaws and Secretary O'Brien said existing bylaws could be updated.

NEW BUSINESS

A. Accept Resignation of Trustee Erin Brumfield-Grima

A motion was made by Trustee Cortes and seconded by Trustee Mustafa to accept the resignation of Trustee Brumfield-Grima, who has moved from Hanover Park, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins
Nays: 0 None
Abstain: 0 None

Motion carried.

B. Accept Wintrust Financial Corp. Donation of \$1,000

A motion was made by Chairman Elkins and seconded by Trustee Mustafa to accept the Wintrust Financial Corp. donation of \$1,000, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins
Nays: 0 None
Abstain: 0 None

Motion carried.

C. Approval of the National Association of Park Foundations (NAPF) Professional Services Proposal and Agreement

A motion was made by Chairman Elkins and seconded by Secretary O'Brien to approve the National Association of Park Foundation (NAPF) Professional Services Proposal and Agreement, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

Secretary O'Brien explained this is a redline version of the contract, subject to the review of Attorney Mr. Mraz. He added that this is a seven (7) month process and would recommend a committee of three (3) to come back to the Board with a review of process.

CORRESPONDENCE

None

OTHER BUSINESS

Next Quarterly Foundation - Meeting – Tuesday, December 14, 2021 @7pm – Board Room & Zoom

ADJOURNMENT

A motion was made by Chairman Elkins and seconded by Trustee Cortes to adjourn the October 26, 2021 Quarterly Meeting of the Hanover Park Park Foundation Meeting at 8:30pm, as presented.

With no further discussion and upon the roll being called, the following answered:

Ayes: 4 Trustees Cortes, Mustafa, Secretary O'Brien, Chairman Elkins

Nays: 0 None

Abstain: 0 None

Motion carried.

Trustee Mustafa wanted to discuss the Foundation having more events. He would like to see a weekly Movie in the Park event with food vendors. He also suggested that the Foundation buy a screen and projector and have it placed on a stage.

Respectfully submitted,



Bob O'Brien

Secretary/Treasurer – Board of Trustees

Hanover Park Park Foundation

BO:SL

**HANOVER PARK PARK FOUNDATION MEETING
TUESDAY, DECEMBER 14, 2021
Zoom Conferencing App & Board Room – 7:00pm**

MINUTES

1. CALL TO ORDER

The December 14, 2021 Hanover Park Park Foundation Meeting was called to order by Chairman Elkins at 7:03pm.

Upon the roll being called the following answered:

2. ROLL CALL

Trustees Present:	4	Trustees Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Trustees Absent:	1	Trustee Mustafa
Members Present:	1	Leah Munoz
Members Absent:	0	None
Guests Present:	4	Donald Ortale, (National Association of Park Foundations), Heczen Gomez, HPPD Marketing & Communications Manager

APPROVAL OF THE AGENDA

A motion was made by Trustee Cortes and seconded by Secretary/Treasurer O'Brien to approve the agenda with a change to New Business, Item H – table Review Y.E.S. Program Guidelines and replace with Movie Studio, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays:	0	None
Absent:	1	Trustee Mustafa

Motion carried.

3. APPROVAL OF THE MINUTES

No minutes available

4. FINANCE

A. Treasurer's Report (for the period ending October 31, 2021)

A motion was made by Trustee Cortes and seconded by Secretary/Treasurer O'Brien to approve the Treasurer's Report for the period ending October 31, 2021, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays:	0	None
Absent:	1	Trustee Mustafa

Motion carried.

B. Y.E.S. Account Update December 6, 2021

A motion was made by Chairman Elkins and seconded by Trustee Cortes to approve the Y.E.S. account update as of December 6, 2021, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays:	0	None
Absent:	1	Trustee Mustafa

Motion carried

5. OLD BUSINESS

A. Charitable Games Operator's License Renewal 2022 Update

Secretary/Treasurer O'Brien stated that the application for renewal has been resubmitted with corrections.

B. Update on recruitment of New Trustees, Members, and Volunteers: Roberto Sepulveda, Leah Munoz, Norma Colin, and Luis Colin

Secretary/Treasurer O'Brien reported that he has been in touch with Leah Munoz but has not heard from the others.

NEW BUSINESS

A. Review and Motion to Approve – Membership Application for Belinda Mustafa to join Foundation

A motion was made by Trustee Cortes and seconded by Secretary/Treasurer O'Brien to approve the Membership Application for Belinda Mustafa, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays:	0	None
Absent:	1	Trustee Mustafa

Motion carried.

B. Review and Motion to Approve – 2022 HP Foundation Meeting Dates

A motion was made by Chairman Elkins and seconded by Trustee Cortes to approve the 2022 HP Foundation Meeting dates, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays:	0	None
Absent:	1	Trustee Mustafa

Motion carried.

C. HP Foundation Task Force Review and Discussion – Don Ortale, National Association of Parks

Discussion included a review of the Park Foundation as it is now and what the Trustees and Members would like to see the Park Foundation become.

D. Motion to Approve – HP Foundation Task Force Members

No action taken

E. Motion to Approve – HP Foundation Task Force Meeting Dates

A motion was made by Chairman Elkins and seconded by Trustee Cortez to approve The HP Foundation Task Force Meeting Dates for 2022, as presented.

There being no further discussion and upon the roll being called, the following answered:

Ayes:	3	Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
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Nays: 0 None
Absent: 1 Trustee Mustafa

Motion carried.

F. Discuss Chairman Elkins Magazine Info and HPPD Playbook Proposal

Discussion centered on the tax ramifications to the Foundation regarding any monetary profit to the Foundation from ad revenue.

G. Wintrust Financial Corp. 2022 Sponsorships Update: Music/Movies in Park Events – Trustees Cortes and Mustafa

Trustee Cortes stated Wintrust is willing to Sponsor Music/Movies in the Park Event but need more specifics. Secretary/Treasurer O'Brien said he would be providing more information in March to Trustee Cortes.

H. Movie Studio

Chairman Elkins proposed the idea of working with James Dently of JD3TV who has a web platform and provides programming content from and for the community.

6. CORRESPONDENCE

None

7. OTHER BUSINESS

Secretary/Treasurer O'Brien highlighted the following items:

- A. Next HP Foundation Task Force Meetings:
 - ~ January 18, 2022 @ 7pm - Board Room & Zoom
 - ~February 22, 2022 @ 7pm – Board Room & Zoom
- B. Next Quarterly Foundation Board Meeting – Tuesday, March 22, 2022 @ 7pm – Board Room & Zoom

8. ADJOURNMENT

A motion was made by Trustee Cortes and seconded by Chairman Elkins to adjourn the December 14, 2021 Quarterly Meeting of the Hanover Park Park Foundation at 8:57pm.

There being no further discussion and upon the roll being called, the following answered:

Ayes: 3 Trustee Cortes, Chairman Elkins, and Secretary/Treasurer O'Brien
Nays: 0 None
Absent: 1 Trustee Mustafa

Motion carried.

Respectfully Submitted,



Bob O'Brien
Secretary/Treasurer – Board of Trustees
Hanover Park Park Foundation
BO:LAM

HANOVER PARK PARK FOUNDATION
TREASURER'S REPORT
for the period ending: FEBRUARY 28, 2022

Beginning Balance: **\$44,531.13**

Revenues:

Interest earned - November 2021	\$	0.76
Interest earned - December 2021	\$	0.71
Interest earned - January 2022	\$	0.70
Interest earned - February 2022		\$0.64
 Deposits: 2021		
11/23 Kona Ice - Heritage Pk Fundraiser	\$	82.20

Total Revenues **\$ 85.01**

Expenses:

Hanover Park Park District	Ck #1325 movie night & NAPF Reimbursement	\$	491.40
National Assoc of Parks Foundation	Ck #1326 Consulting Services	\$	2,500.00
Barrington Bank	December Maintenance Fee	\$	7.35
Barrington Bank	January Maintenance Fee	\$	7.35
Barrington Bank	February Maintenance Fee	\$	7.35

Total Expenses **\$ 3,013.45**

Ending Balance: General Account **\$41,602.69**

Respectfully Submitted,

Robert O'Brien
Secretary, Treasurer

Account Status
Youth Enrichment Supplement (Y.E.S.) Program
03-18-22

Item	Date	Donation	Deduction	Refund to Account	Running Balance
Starting Balance	8-12-17				\$5,124.04
Summer 2017 Programs			(\$3,607.00)		\$1,517.04
Donation – HP Park Foundation	1-8-18	\$2,000.00			\$3,517.04
Fall 2017 Programs			(\$1,563.00)		\$1,954.04
Donation – HP Park Foundation	3-29-18	\$2,000.00			\$3,954.04
Winter 2018 Programs			(\$2,291.00)		\$1,663.04
Donation – HP Park Foundation	6-25-18	\$2,000.00			\$3,663.04
Spring 2018 Programs			(\$2,159.00)		\$1,504.04
Donation – HP Park Foundation	9-24-18	\$2,000.00			\$3,504.04
Donation – HP Park Foundation	12-17-18	\$4,000.00			\$7,504.04
Summer 2018 Programs			(\$4,464.00)		\$3,040.04
Fall 2018 Programs			(\$2866.00)		\$174.04
Donation – HP Park Foundation	3-25-19	\$3,000.00			\$3,174.04
Winter 2019 Programs			(\$2,778.00)		\$396.04
Spring 2019 Programs			(\$345.00)		\$51.04
Donation – HP Park Foundation	7-5-19	\$3,500.00			\$3,551.01
Summer 2019 Programs			(\$1,985.00)		\$1,566.04
Fall 2019 Programs	12-3-19		(908.00)		\$658.04
Donation – HP Park Foundation	1-27-20	\$3,500.00			\$4,158.04
Summer 2022 Programs					
Fall 2022 Programs					
Winter 2022 Programs					
Spring 2023 Programs					
ACCOUNT BALANCE TO DATE:					\$4,158.04

Submitted by: Kaleigh Piñones

Total given by HPPF: \$85, 950.00



National Association of Park Foundations

February 10, 2022

Hanover Park Foundation
1919 Walnut Ave.
Hanover Park, IL 60133

Attention: Bob O'Brien

Mr. O'Brien,

Please allow this letter to serve as formal notification of the verbal agreement that was made between the Hanover Park Foundation and the National Association of Park Foundations (NAPF) to terminate the contract for strategic planning services to the Hanover Park Foundation. This contract termination is mutually agreed to and does not negatively impact the relationship between the 2 organizations.

As result of this contract termination, NAPF will return the sum of \$2500 that was paid by Hanover Park Foundation in expectation of the aforementioned services.

NAPF looks forward to the opportunity to be considered for any such services in the future and will continue to value the relationship between our 2 organizations.

Sincerely,

Joseph Wynns
Chairman
The National Association of Park Foundations

PROFESSIONAL SERVICES AGREEMENT
RELATING TO PARK FOUNDATION CONSULTING SERVICES
BETWEEN

THE HANOVER PARK PARK FOUNDATION
AND
ORTALE AND ASSOCIATES, LTD

This Professional Services Agreement (the "Agreement") for professional services relating to Park Foundation Consulting Services is entered into by and between the Hanover Park Park Foundation (Client), an Illinois non-profit corporation and an IRS recognized 501(c)(3) tax exempt organization and Ortale and Associates, Ltd. (Consultant), an Illinois registered corporation based in Addison, Illinois. This agreement is effective on the date of both parties signing the signature page of this agreement.

1. **Performance and Scope of Work.** Consultant shall perform and carry out in a timely and professional manner consistent with the services as outlined in the agreed upon scope of work (see Exhibit A). The parties expressly acknowledge that the Scope of Work for purposes of this Agreement relates solely to the services described in Exhibit A.

Additional services not set forth in Exhibit A, changes in work, changes in schedule, or any other unforeseen changes that might result in expenses during or beyond the agreed upon payment schedule must be agreed upon by both the Client and the Consultant and authorized in writing by the both parties prior to such work being performed or expenses incurred.

Subject to the terms of this Agreement, Consultant will, to the best of its ability and with the expected cooperation and commitment of the Client, render the services by the completion dates set forth in the agreed upon scope of work. Consultant agrees to exercise the highest degree of diligence and to use its expertise and creative talents in completing such services. In completing the services, Consultant agrees to provide its own equipment, tools and other materials at its own expense. Services not covered under the Scope of Work shall not be performed by Consultant without the prior written consent of the Client. Consultant will agree to assign Donald A. Ortale as the main consultant and has the right to assign other consultants from time to time as a means of completing the work as outlined in the scope of work.

2. **Compensation and Reimbursable Expenses.** The Client will pay Consultant a fee for services rendered under this Agreement in accordance with the schedule as outlined in Exhibit B.

Consultant, unless otherwise agreed upon by both parties, shall be responsible for all expenses (travel or otherwise) incurred by Consultant in performing the Services under this Agreement. In the unlikely event of early termination of this Agreement, Consultant will be paid undisputed fees and expenses for work which was completed as of the effective date of such termination. The Client will pay the Consultant for all undisputed invoices for services within thirty (30) days of the date of Consultant's invoice for such undisputed fees.

3. **Independent Contractor Relationship.** Consultant agrees that it is an Independent Contractor and that Consultant's relationship with the Client will be that of an Independent Contractor; nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of the Client and is not authorized to make any representation, contract, or commitment on behalf of the Client. Consultant will be solely responsible for payment of all taxes, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of Services and receipt of compensation and fees under this Agreement.

4. **Ownership of Work Product.** Consultant agrees that any procedures, policies, and/or strategies conceived, written, or created in the performance of work with the Client and under this agreement shall be deemed the property of the Client. Consultant agrees that any information or documents supplied by the Client shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

5. **Term and Termination.**
Term: The term of this Agreement shall be for a period of seven (7) months as outlined in Exhibit A. In the event that both parties agree that adjustments to the scope of work is needed and there is a need to extend this agreement it will be agreed upon by both parties on a month-to-month basis and in accordance with agreed upon fees.

Termination: The Client may terminate this agreement upon thirty (30) days prior written notice to the Consultant only in the event that the Consultant engages in any disloyal, dishonest or illegal conduct during the terms of this Agreement. The Consultant may terminate this agreement upon thirty (30) days prior written notice to the Client in the event that the Client fails to remain committed to the scope of work (defined as non-performance) on a monthly basis.

6. **Access to and Return of the Client Property.** Upon termination of the Agreement, Consultant shall surrender to the Client all documents, records and materials generated during the performance of any services under this Agreement by Consultant for the Client, related to the Client or previously provided by the Client.

GENERAL PROVISIONS

7. **Non-Discrimination.** Consultant represents that it and its subcontractors shall not discriminate against any volunteer, employee or applicant for employment to be employed in the performance of this Agreement because of race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

8. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of Illinois.

9. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this

Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. **No Assignment.** This Agreement may not be assigned by Consultant without the Client's consent, except as stated in Section 1 above, and any such attempted assignment shall be void and of no effect. The rights and obligations of the Client under this Agreement shall inure to the benefit of and shall be binding upon its successors and assigns.

11. **Notices.** All notices, requests and other communications under this Agreement must be in writing and can be conveyed electronically via email. In the event that notices are sent via US mail, such mail can be sent via regular mail, by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. Notices shall be addressed as follows:

TO THE CLIENT:

Mr. Bob O'Brien
Hanover Park Park Foundation
Hanover Park, IL
b.obrien@hpparks.org

TO CONSULTANT:

Mr. Donald A. Ortale
Ortale and Associates, Ltd.
1251 Scarlet Dr.
Addison, IL 60101
dortale@ortaleassociates.com

Both parties agree to alert the other of any change in contact information including but not limited to change in client contact, change in consultant contact, and / or change in address.

12. **Survival.** The provisions of this Agreement relating to representations, warranties, and indemnification shall survive the termination of this Agreement.

13. **Entire Agreement.** This Agreement, including all exhibits incorporated herein by reference, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements, oral or written negotiations, and discussions between both parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties.

14. **Attorneys Fees.** In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to the recovery of its reasonable attorney's fees and costs.

15. **Warranties.** Consultant expressly warrants that the services provided under this Agreement shall be performed in a timely manner, in a good and workmanlike manner and free from defects in accordance with industry standards. Consultant shall be responsible for the

professional quality, the technical accuracy and the coordination of the services to be provided under this Agreement. Consultant shall, without additional compensation, correct or revise any error or deficiency if the error or deficiency results from the negligence of Consultant, including any of its agents.

16. **Indemnification.** Consultant agrees to indemnify, defend and hold the Client and its officers, directors, employees and agents harmless from any and all losses, claims, liabilities, damages, costs and expenses which may result of or arising from: (i) a breach by Consultant of its obligations hereunder or arising from the acts or omissions of Consultant in performing its obligations hereunder; and (ii) any breach of any one or more of Consultant's representations, warranties, covenants or agreements contained herein.

17. **The Client's Premises/Facility.** Consultant agrees to take all action necessary while on the Client's premises (in the case of in-person visits to Client premises) to ensure that anyone performing work under this Agreement shall not jeopardize, injure, threaten or in any way compromise the health, safety and/or well-being of the person at the client's facility, including, but not limited to its employees. In addition, thereto, Consultant agrees to adhere to any and all applicable safety and procedure policies in place and used at the Clients facility.

18. **Insurance.** During the term of this Agreement, Consultant shall maintain general liability insurance in such amounts as are reasonable and that may be requested by the Client.

19. **Execution of the Agreement.** The Client's execution of this Agreement is subject to and conditioned upon Consultant executing this Agreement and the Client receiving a fully executed original Agreement within ten (10) business days after the Clients execution hereof. In the event the Client does not receive a fully executed original Agreement executed by Consultant as set forth above, this Agreement shall be null and void and any and all of the Town's obligations hereunder shall terminate.

20. **Compliance with Laws.** In performing the services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment.

21. **Confidentiality.** Consultant shall treat all information related to the scope of work and all information supplied to Consultant by the Client as confidential, proprietary information owned by the Client. Consultant shall not itself release or permit persons or entities under its control to release such information to third parties or to private or public agencies or make or permit persons or entities under its control to make public announcements or publicity releases relating to such information without the Client's written consent.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

THE CONSULTANT

ORTALE AND ASSOCIATES, LTD.

THE CLIENT

HANOVER PARK PARKS FOUNDATION

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

MONTH ONE (April 2022)

ASSESSMENT OF CURRENT INFRASTRUCTURE

Desired Outcomes - Consultant and committee completely understand and have knowledge of the entirety of the organizations' history. Committee has a base line understanding of what policies and other "identifiers of the brand" need to be strengthened.

Review of all Foundation documents and history to date
Discuss desired future accomplishments and activities of the Foundation
Articles of Incorporation
Discuss MOU
Review of By-Laws
Review Mission Statement
Review Vision Statement
Review of past meeting minutes
Review of any policies already in place - including MOU
Review of promo materials - brochures, web site, social media
Discuss next month "to-do" list

Month Two (May 2022)

BOARD GOVERNANCE

Desired Outcomes - Understanding of the difference between a by-law and a policy/procedure. Agree on and establish various policies of the organization. Grow the board through developed and on-going recruitment strategies.

Develop and/or review draft of a memo of understanding

Begin the process of development of various policies (others as necessary) NOTE: this process will be on going and continue throughout the remaining months of the Scope of Work

Board Giving
Conflict of Interest
Gift Acceptance
Investment
Spending
Code of Conduct
Record retention

Board recruitment
Partnerships - sponsors
Partnerships - pro bono
Accounting
Public Relations
Meetings
Contracts
Confidentiality
Media Relations
Board of Director insurance
Liability insurance
Recognition Policies
Donor recognition
Board services
Volunteer
Volunteer Recruitment policy

Recruitment of new board members

Board Matrix
Develop job description
Develop Characteristic description
Develop desired "target list"
Establish contact
Set interviews schedule
Make offers to join board
Orientation

Month Three (June 2022)

Reassess progress to timeline - establish "catch up" schedule if needed
Continue the build out of Board governance

Month Four (July 2022)

FUND DEVELOPMENT

Desired Outcome - Establish diversified fund develop initiatives

Understand various methods of fund development
Determine three to five initiatives the best match master plan needs of the park agency
Initiate initial strategies to implement each
Incorporate strategies that help sustain fund balances at current levels.

Month Five (August 2022)

PUBLIC RELATIONS AND MARKETING

Desired Outcomes - Establish diverse public relations/media relations/marketing plan

Understand various components of PR/Media/Marketing plan

Determine three to five initiatives the best match PR/Media/Marketing plan of the park agency

Develop deeper understanding of each

Initiate initial strategies to implement each

Month Six (August 2022)

WORK WITH PARK STAFF - DEVELOP CULTURE

Desired Outcome - Understanding by the staff of the importance of inclusion of the park foundation into the park and recreation culture

Plan a minimum of one-hour meeting with committee and staff - share information the foundation has worked on throughout the year.

Ensure staff knows about the foundation, the roles of the staff, the roles of the foundation - the activities of the foundation

Other

Month Seven (September 2022)

DISCUSS THE ESTABLISHMENT OF A STRATEGIC PLAN

Desired Outcome - A Park Foundation strategic plan.

Plan 4-to-5 hour Board Retreat

Facilitate full board and Park Staff Board Strategic Planning session that will incorporate all of the work we have done into a plans and actions strategic plan for 2023.

Month Eight (October 2022)

IF NECESSARY – to finalize any details in the scope of work.

End of Scope of Work

EXHIBIT B

FEE PAYMENT SCHEDULE

The above scope of work will be conducted under the following consulting fee payment plan and invoiced accordingly.

The fee payment schedule, however will be as follows:

\$2875 - Due upon signing this agreement (prior to April 1, 2022)

\$5000 - Due no later than June 1, 2022

\$5000 - Due no later than August 1, 2022

- - End of Agreement - -

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RIDER R-1 to Professional Services Agreement Relating to Park Foundation Consulting Services between the Hanover Park Park Foundation (the "Client") and Ortale and Associates, Ltd. (the "Consultant").

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Client requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Hanover Park Park Foundation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Client.**

Waiver of Subrogation

Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Client. The Client may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Client.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Client.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Client reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Client is an additional insured on insurance required from subcontractors.

Ortale and Associates, Ltd.

Hanover Park Park Foundation

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Vienna Peterson
122 W Saint Charles Rd Ste 2a
Villa Park, IL 60181
(630) 543-6608
vpeterso@amfam.com

CONTACT

NAME: American Family Insurance - Business Insurance

PHONE
(A/C, No, Ext): 866-908-0626FAX
(A/C, No):**E-MAIL**

ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Midvale Indemnity Company

27138

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

ORTALE AND ASSOCIATES LTD.
1251 N SCARLET DR
ADDISON IL 60101

COVERAGES

CERTIFICATE NUMBER: 289072303229630

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1103463	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/>	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						E.L. EACH ACCIDENT
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
A	PROFESSIONAL LIABILITY	N	N	GLP1103463	03/01/2022	03/01/2023	OCCURRENCE \$10,000 AGGREGATE \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Consulting

CERTIFICATE HOLDER

ORTALE AND ASSOCIATES LTD.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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b.obrien@hpparks.org

Wait UNTIL APPROVAL FROM FOUNDATION

From: The National Association of Park Foundations <admin@the-napf.org>
Sent: Saturday, February 12, 2022 11:03 PM
To: Bob O'Brien; Bob O'Brien
Subject: The National Association of Park Foundations Invoice 00037

10-9750-599 02344



National Association of Park Foundations

INVOICE

[View invoice online](#)

The National Association of Park Foundations
4100 Eldorado Pkwy. Suite 361
McKinney, TX 75070

Member renewal

Invoice number: 00037
Issued: Saturday, February 12, 2022

Bill to:
Bob O'Brien
b.obrien@hpparks.org
Hanover Parks Park Foundation

Item	Amount
Membership renewal. Level: Group Membership. Renew to Thursday, March 30, 2023	\$375.00

Total: \$375.00