DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS

RESOLUTION
NUMBER 19-24

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP AND COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")

FELIX GEORGE, Supervisor
KULSUM ALI, Clerk

ALYSSIA BENFORD
MARIPAT OLIVER
KEN BURGESS
DENNIS RAGA
Trustees

Published in pamphlet form by authority of the Supervisor and Board of Trustees of DuPage Township on October 15, 2019

Prepared by ODELSON & STERK, LTD. - Township Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

DUPAGE TOWNSHIP

RESOLUTION NO. 19-24

A RESOLUTION APPROVING
AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP AND COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")

WHEREAS, DuPage Township, Will County, State of Illinois (the "Township") is a duly organized and existing township and a unit of local government organized under the laws of the State of Illinois and is operating under the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et. seq.*, and all laws amendatory thereto; and

WHEREAS, Community Service Council of Northern Will County ("CSC") is an Illinois not-for-profit corporation providing a broad range of services for the benefit of the residents in and around DuPage Township including public health, mental health and social services; and

WHEREAS, the Illinois Township Code authorizes the Township Board of Trustees to enter into contractual agreements with established organizations such as CSC, whether public or private, which provide services to the general area of the Township; and

WHEREAS, the Supervisor has caused to be drafted for and on behalf of the Township, an Agreement for the Provision of Services between the DuPage Township and Community Service Council of Northern Will County, which is attached hereto and incorporated in this Resolution as Exhibit 1 ("Township - CSC Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois, as follows:

SECTION 1: That all of the recitals contained in the preambles to this Resolution are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2: The Township Board hereby approves the Agreement for the Provision of Services between the DuPage Township and Community Service Council of Northern Will County, attached to and incorporated into this Resolution as Exhibit 1.

SECTION 3: Any and all Resolutions or Ordinances of the Township which may conflict with this Resolution are hereby repealed.

SECTION 4: This Resolution shall be in full force and effect from and after its passage as provided by law.

ADOPTED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this 15th day of October 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Trustee Benford	✓			
Trustee Oliver		✓		
Trustee Burgess				ABSTAIN ✓
Trustee Raga	✓			
Supervisor George	✓			
TOTAL	3	1		1

APPROVED at a Regular Meeting of the Board of Trustees of the DuPage Township, on October 15, 2019.

FELIX GEORGE, Supervisor

ATTEST:

KULSUM ALI, Township Clerk

STATE OF ILLINOIS)
) **ss.**
COUNTY OF WILL)

I, the undersigned, do hereby certify that I am the duly qualified and acting Township Clerk of DuPage Township, Will County, Illinois, and as such I am the keeper of the records and files of the Board of Trustees of said Township.

I further certify that the foregoing is a full, true and complete copy of Resolution No. 19-24 titled,

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN THE DUPAGE TOWNSHIP AND COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")

adopted at a duly called Regular Meeting of the Board of Trustees of DuPage Township, held at 7:00 p.m. on the 15th day of October, 2019.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Township Code of the State of Illinois, as amended, and that the Board has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at DuPage Township, Illinois, this 15 day of October, 2019.

Township Clerk, DuPage Township

EXHIBIT 1

AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN THE DUPAGE TOWNSHIP AND
COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")

AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN THE DUPAGE TOWNSHIP AND
COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")

THIS AGREEMENT ("Agreement") is made this 15 th day of October, 2019 (the "Effective Date") between the DuPage Township, an Illinois unit of local government, 241 Canterbury Lane, Bolingbrook, Illinois (the "Township") and Community Service Council of Northern Will County (a/k/a "CSC"), an Illinois not-for-profit corporation, (address) 440 Quadrangle Drive, Suite C, Bolingbrook, Illinois 60440 (hereinafter sometimes referred to as "Service Provider"). The Township and Service Provider are sometimes referred to herein as Party or collectively as "Parties."

Recitals

WHEREAS, the Township is organized and operating pursuant to the Illinois Township Code, 60 ILCS 1/1-1, *et seq.* (the "Township Code"); and

WHEREAS, Sections 85-10 and 85-13 of the Township Code authorizes the Township Board to enter into contractual agreements with established not-for-profit agencies to provide Ordinary and necessary maintenance and operating expenses when such agencies are providing for the public health needs of the Township and for the social services needs of Township residents who may be considered poor and aged, among other purposes. Section 190-10 of the Township Code further authorizes the Township to provide mental health services disburse funds, pursuant to an appropriation, to agencies approved by the Illinois Department of Human Services or the Illinois Department of Public Health; and

WHEREAS, Service Provider was established to address public mental health needs for lower-income residents of DuPage Township, among others, through counseling, psychotherapy, consultation, education, and training. Specifically, Service Provider provides family and individual clinical therapy counseling, housing and financial counseling, group therapy sessions, and other addiction or domestic violence related evaluations and counseling (the "Services").

WHEREAS, The Parties desire to collaborate on the financing and delivery of the Services for the benefit of Township residents in strict accordance with the terms and conditions of this Agreement

WHEREAS, the Parties desire to collaborate on the financing and delivery of the Services for Township residents in strict accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Township and CSC, including the facts recited above which are incorporated into this Agreement by this reference, the Parties do hereby agree as follows:

1. **FUNDING.** The Township hereby agrees to pay Community Service Council of Northern Will County a sum not to exceed Twenty-Five Thousand Dollars ($25,000.00) (the "Services Fee"), to be paid as provided in herein (*see* "PAYMENT SCHEDULE"), to support CSC's programs during Fiscal Year 2019-2020 in exchange for CSC's delivery of the Services, which are for the benefit of the residents of the Township as described herein.

2. **PAYMENT SCHEDULE.** The Township hereby agrees to pay CSC a rate of $165.00 subsidy per qualified Township resident who receives Services from CSC. CSC shall submit an invoice, with individual vouchers detailing services rendered, to the Township on a monthly basis and shall be paid after said bill is approved by the Township Board. The Township's payment shall be contingent on the Township having sufficient budget appropriation and said bill otherwise receiving approval of the Township Board accordingly to law.

3. **SERVICES TO BE PROVIDED BY CSC.**

A. CSC shall provide the Services for all residents of the Township seeking such assistance and meeting applicable eligibility standards.

B. CSC shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. CSC shall maintain complete records of the number of Township residents to which it provides services including, but not limited to, the following information for Township residents participating in its programs and activities:

i. Total number of Township residents (including all members in clinical and/or group sessions) receiving services at CSC within the following categories:
   1. Children (0-12 years old);
   2. Adolescents (13-18 years old);
   3. Adults (19-59 years old);
   4. Seniors (60+ years old);

ii. Total number of psychotherapy session provided to Township residents (only those identified as the primary client);

iii. Demographic information of DuPage Township residents utilizing CSC Services;

iv. Number of times individual Township Residents utilize CSC Services; and

v. Total number of additional fees and costs charged to any Township resident utilizing CSC's Services and the number of Township Residents receiving service without their payment;

In addition to the above, CSC shall provide semi-annual usage and activity reports that shall include, but shall not be limited to, the above information. All reports shall be delivered without use of residents' personal identifiers or with such data redacted if otherwise necessary to the report (collectively, the "Required Reporting").

D. CSC shall provide the Township with copies or evidence of approvals from the Illinois Department of Human Services, the Illinois Department of Public Health, and/or any other accreditation for the provision of certain Services. CSC shall immediately notify the Township if a material change occurs with respect to any approval or accreditation CSC receives from any governmental or other agency. All individuals providing Services shall be qualified and licensed to provide such Service as required by law.

E. It is expressly understood and agreed by CSC that the Township may choose to refuse payment on all or a portion of the CSC Services Fee (as invoiced) if, in the Township's sole discretion: (i) CSC is not providing all of the Services specified above; (ii) CSC fails to provide the Township with the Required Reporting; (iii) CSC breaches or fails to perform any provision of this Agreement; and (iv) if the Township lacks the necessary, appropriated funds to make said payment. In such event, the Parties agree to confer on alternative means of funding CSC's provision of the Services and CSC shall reimburse the Township on a pro-rata basis for any prepaid CSC Services Fee. CSC shall not use any portion of the Service Fee for any purpose other than those purposes described in this Section 2 of this Agreement, without the prior written consent of the Township.

4. **DURATION; TERMINATION**. The Agreement shall commence upon the Effective Date and shall expire upon the earlier of: (i) one year from the Effective Date; (ii) the end of the Township's Fiscal Year (March 31, 2020); (ii) CSC's failure to provide Services; (iii) CSC's violation or breach of any of the other terms and conditions of this Agreement and continuation of such violation or breach for a period of ten (10) days after notice thereof is given by Township to CSC (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period CSC shall be deemed to have cured same upon completion of the corrective action if within said ten (10) day period if it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances); (iv) by the Township upon thirty (30) days prior written notice to CSC; (v) CSC's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Township's discretion places CSC's ability to deliver the Services during the term of this Agreement in doubt.

5. **NO WAIVER.** The waiver by Township of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision.

6. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnification.** To the fullest extent permitted by law, CSC shall indemnify and hold harmless the Township, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of CSC's work, provided that any such claim, damage, loss or expense (i) is attributable to injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of CSC, any subcontractor, anyone directly or indirectly employed by any of them (***or volunteering for any of them***) or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CSC shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited

to legal fees, incurred by reason of CSC's breach of any of its obligations under, or CSC's default of, any provision of this Agreement.

The indemnification contained in this paragraph shall bind CSC and its successors and survive termination of this Agreement.

B. **Insurance.** CSC shall maintain commercial general liability and professional service insurance that includes coverage for liability assumed under an insured contract (including the tort liability of another assumed in a contract) covering occurrences on its premises and shall name Township, its Trustees, elected and appointed officials, agents, employees and volunteers, as additional insureds under such policies with all the rights of a primary insured. CSC shall also provide workers compensation and employer's liability coverage, and professional liability coverage. All such policies of insurance shall be in the amount and form described in **Exhibit A** attached hereto, and evidence of insurance shall be provided as described in said **Exhibit A.** CSC shall specifically ensure that its insurance provides coverage over its volunteers, contractors, and employees. CSC shall provide such other types and amounts of liability insurance, in the future, as Township may reasonably request and as required by any risk management agency of which the Township is a member.

7. **ACKNOWLEDGEMENT: LIMITATION OF LIABILITY**. CSC shall provide the Services at its own risk. CSC acknowledges that the Township shall not provide any security or protection to CSC or any of its clients, or their family members or any other third party in connection with CSC's provision of the Services. To the extent permitted by the laws of the State of Illinois, CSC hereby waives any and all rights or claims CSC may have at any time against Township, its Trustees, officers, agents and employees, for injury to or the death of any person or for damage to or destruction of any property, sustained or incurred by CSC or any person claiming by, through or under CSC, in connection with the exercise by such persons of the rights and privileges granted to CSC hereunder, except to the extent that such loss or damage is caused by the willful and wanton conduct of Township or Township's agents, employees or contractors. CSC shall conduct its operations entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, CSC hereby forever waives, relinquishes and discharges and holds harmless Township, its trustees, elected and appointed officers, employees, agents and volunteers, from any and all claims of every nature whatsoever, which CSC may have at any time against the Township, its Trustees, elected or appointed officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by CSC, or any

person claiming by, through or under CSC relating directly or indirectly to the performance of CSC's duties or obligations under this Agreement.

8. **INDEPENDENT CONTRACTOR.** Service Provider agrees and acknowledges that the Service Provider, employees and agents are, and shall remain, independent contractors throughout the term of this Agreement and are not employees or agents of the Township. The Service Provider agrees that it or its employees are not and will not become employees, agents, or officers of the Township while this Agreement is in effect. The Service Provider agrees that nothing in this Agreement shall be construed as creating any employment relationship between the Service Provider and the Township, and thus, by operation of this Agreement, the Service Provider does not acquire any rights as to the Service Provider under the provisions of the Illinois Human Rights Act, the Illinois Workers' Compensation Act or any similar federal, state, or local statute or ordinance covering employees. The Service Provider agrees it is not entitled to the rights or benefits afforded to the Township's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. The Service Provider further agrees that by operation of this Agreement, it has not become covered by the Township insurance coverage and is responsible for all costs which the Service Provider may incur in connection with any and all injuries suffered by the Service Provider, employees or agents in performance of this Agreement. The Service Provider is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses, if any, for his employees or agents.

9. **NO JOINT VENTURE, AGENCY OR PARTNERSHIP.** Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto

10. **NO THIRD-PARTY BENEFICIARY**. This Agreement is entered into solely for the benefit of the Township and CSC, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement.

11. **ENTIRE AGREEMENT / MODIFICATION/ AGREEMENT CONSTRUCTION/ NON-ASSIGNMENT.** This Agreement is the entire understanding and agreement of the Parties with respect to the subject matter herein contained and supersedes all prior and contemporaneous agreements with respect to said subject matter, oral or written. This Agreement may be modified only in writing signed by both Parties. The rule of contract law that any ambiguity in an agreement shall be construed against the party drafting the Agreement shall

not be applicable to construction of this Agreement, as the Parties acknowledge they have been represented by counsel in regard to the negotiation and finalizing of this Agreement. This Agreement is non-assignable in whole or in part by CSC, and any assignment shall be void without the prior written consent of Township.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Illinois. Venue for any suit arising in connection with this Agreement shall be in the Circuit Court located in Will County, Illinois

13. **RECORDS.** CSC covenants and agrees to hold all information, records and documents provided by the Township to CSC, and any matter relating to any of the forgoing as confidential property of the Township unless said release is required to accomplish the services to be provided. CSC covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Township, as part of the services provided, shall at all times be the sole and exclusive property of the Township, without compensation or any other form of consideration required by the Township to CSC and shall provide said documentation on the termination of this Agreement or at any other time requested by the Township.

14. **SEVERABILITY.** A final determination by a court of competent jurisdiction that any provision of this Agreement is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

15. **NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be given to the following addresses (notice to be deemed given when personally delivered or three days after being sent registered or certified mail, return receipt requested) or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent:

If to Township:
DuPage Township
ATTN: Township Supervisor
241 Canterbury Lane
Bolingbrook, IL 60440

With a copy to:
Odelson & Sterk, Ltd.
ATTN: Ross D. Secler, Township Attorney
3318 W. 95th Street
Evergreen Park, IL 60805

If to Community Service Council of Northern Will County:
Community Service Council of Northern Will County
ATTN: Executive Director
440 Quadrangle Drive, Suite C
Bolingbrook, IL 60440

16. **ENFORCEMENT COSTS**. In the event that the Township shall have to retain counsel to enforce any provision of this Agreement, CSC shall pay all of Township's costs associated with such enforcement of this Agreement including, but not limited to, reasonable attorneys' fees and costs.

17. **NO WAIVER OF TORT IMMUNITY**. Nothing contained herein shall constitute a waiver by the Township of any right, privilege or defense which it has under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

18. **COMPLIANCE WITH LAWS**. The Parties shall comply with all applicable federal, state and local laws, rules and regulations.

19. **HEADINGS**. The headings herein contained are for convenience and reference only and are not intended to limit the scope of any section.

20. **SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY**. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said indemnifications, warranties, remedies, covenants and agreements shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of four (4) years from the date of termination or expiration of this Agreement.

[Remainder of this page intentionally left blank – Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated below.

DUPAGE TOWNSHIP:

By: _____
Township Supervisor

Date Signed: 11-4-2019

ATTEST:

By: _____
Township Clerk

Date Signed: 11/04/2019
S

COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY

By: _____
President

Date Signed: 11-4-2019

ATTEST:

By: _____
Secretary

Date Signed: 11-1-19

STATE OF ILLINOIS)
COUNTY OF WILL) ss.

I, Kimberly Owens, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that FELIX GEORGE, personally known to me to be the **Supervisor** of the DuPage Township, an Illinois Township and unit of local government, and KULSUM ALI, personally known to me to be the **Clerk** of said Township, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Supervisor and Clerk, they signed and delivered the said instrument and caused the seal of said Township to be affixed thereto, pursuant to authority given by the Board of Trustees of the DuPage Township, as their free and voluntary act, and as the free and voluntary act and deed of said Township, for the uses and purposed therein set forth.

Given under my hand and seal this 4th day of November, 2019.

Kimberly L. Owens
Notary Public

(SEAL)

OFFICIAL SEAL
KIMBERLY L OWENS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/18/22

My commission expires: 6/18/2022
#652359

STATE OF ILLINOIS)
COUNTY OF WILL) ss.

I, Maria Crystal Tovar, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Carol S. Penning personally known to me to be the **President** of Community Service Council of Northern Will County, an Illinois not-for-profit corporation and Kirk Openchowski personally known to me to be the **Secretary** of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the seal of said Organization _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposed therein set forth.

Given under my hand and seal this 04th day of November, 2019.

Notary Public

(SEAL) OFFICIAL SEAL
MARIA CRYSTAL TOVAR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 15, 2022

My commission expires: May 15, 2020

EXHIBIT A

INSURANCE REQUIREMENTS APPLICABLE TO COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY

---

1. INSURANCE REQUIREMENTS. CSC shall procure and maintain for the duration of the Agreement, insurance against claims for death, injuries, sickness to persons, or damages to property which may arise from or in connection with the performance of Services hereunder by CSC, its agents, representatives, employees, volunteers, or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, of the types and in the amounts listed below.

1.1 Commercial General and Umbrella Liability Insurance. CSC shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). Township shall be included as insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Township.

1.2 Professional Liability. CSC shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and $3,000,000 aggregate.

1.3 Business Auto and Umbrella Liability Insurance. CSC shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

1.4 Workers Compensation Insurance. CSC shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. If Township has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, CRC waives all rights against Township

and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Services.

1.5 CSC's Obligation to Insure for Bodily Injury Claims. In addition to the above, the Township will require CSC to purchase insurance to cover claims and expenses asserted against CSC, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of CSC, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

1.6 General Insurance Provisions

1.6.1. Evidence of Insurance. Prior to beginning work, CSC shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. CSC shall notify Township of any cancellation of insurance coverage required hereunder within ten days of CSC's receipt. Failure of Township to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of CSC's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Township's option. CSC shall provide certified copies of all insurance policies required above within 10 days of Township's written request for said copies.

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

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

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

Linda Youngs

From: Robert Kalnicky <rkalnicky@thecsc.org>
Sent: Tuesday, November 5, 2019 3:27 PM
To: Linda Youngs; Felix George; Felix Forwarding
Subject: Insurance Info
Attachments: 01_01 Community Service (pckg).pdf

Insurance information attached per the agreement. I dropped off the signed agreement yesterday.

Robert A. Kalnicky
Executive Director
Community Service Council
440 Quadrangle Dr. Suite C
Bolingbrook, IL 60440
Office 815-886-5000
Fax 815-886-6700
Cell 630-234-0427
rkalnicky@thecsc.org
www.thecsc.org

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK1920724

Named Insured and Mailing Address:
Community Service Council
of Northern Will County
440 Quadrangle Dr Ste C
Bolingbrook, IL 60440-3455

Producer: 1173
Esser Hayes Insurance Group Inc.
1811 High Grove Ln Ste 139
Naperville, IL 60540

(630)355-2077

Policy Period From: 01/01/2019 **To:** 01/01/2020
at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	3,588.00
Commercial General Liability Coverage Part	859.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	382.00
Businessowners	
Workers Compensation	
Professional Liability	1,258.00
Total	**$ 6,087.00**
Total Includes Federal Terrorism Risk Insurance Act Coverage	**248.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

President and CEO

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK1920724

Prems. No.	Bldg. No.	Address
0001	0001	440 Quadrangle Dr Bolingbrook, IL 60440-3455
0002	0001	221 Reverend Walton Dr Lockport, IL 60441-5246
0003	0001	129 Reverend Walton Dr Lockport, IL 60441-5244
0004	0001	115 Jessie St Joliet, IL 60433-1429
0005	0001	308 Whispering Ct Bolingbrook, IL 60440-3807
0006	0001	1010 Deephaven Dr Joliet, IL 60432-1415
0007	0001	1444 White Pine Ln Bolingbrook, IL 60490-3182
0008	0001	612 Driftwood Ave Romeoville, IL 60446-1669

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number: PHPK1920724
Named Insured: Community Service Council

☒ See Supplemental Schedule Agent # 1173

BUSINESS DESCRIPTION: Non Profit Organization

DESCRIPTION OF PREMISES:

Prem. No.	Bldg No.	Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE ATTACHED

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible

SEE SCHEDULE ATTACHED

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard

SEE SCHEDULE ATTACHED

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)

SEE SCHEDULE ATTACHED

DEDUCTIBLE:

SEE SCHEDULE ATTACHED

MORTGAGE HOLDERS:

Refer To Mortgagee/Loss Payee Schedule

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

Refer To Forms Schedule

TOTAL PREMIUM FOR THIS COVERAGE PART $ 3,588.00

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

Countersignature Date Authorized Representative

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1920724
Named Insured: Community Service Council Agent # 1173

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
0001	001	440 Quadrangle Dr Bolingbrook, IL 60440-3455 OFFICE PC 03 MASONRY NON-COMBUSTIBLE
0005	001	308 Whispering Ct Bolingbrook, IL 60440-3807 DWELLINGS IN CONJUNC W/CLM PC 03 FRAME

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of (1) Loss Form	Coinsurance(2)	Deductible
0001	001	BUSINESS PERS PROPERTY	30,000	SPECIAL	80%	500
0005	001	BUSINESS PERS PROPERTY	145,000	SPECIAL	80%	500
0005	001	BLDG IMPR & BETTERMENTS	15,000	SPECIAL	80%	500

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Agreed Value Expiration Date	Replacement Cost	Replacement Cost Incl. Stock	Inflation Guard
0001	001	BUSINESS PERS PROPERTY			(X)	(X)	
0005	001	BUSINESS PERS PROPERTY			(X)	(X)	
0005	001	BLDG IMPR & BETTERMENTS			(X)		

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)

Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(5) 10% or $5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1920724
Named Insured: Community Service Council Agent # 1173

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of (1) Loss Form	Coinsurance(2)	Deductible
		PROPERTY ELITE				

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity(Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)

Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(5) 10% or $5,000 minimum

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK1920724

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CGP015	0413	2012 GL Multistate Forms Revision Advisory Notice
CGP016	0514	General Liability Advisory Notice To Policyholders
PI-SAM-NOTICE 2 MU	0917	Advisory Notice To Policyholders
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0200	0118	Illinois Changes - Cancellation And Nonrenewal
CG2005	0413	Additional Insured - Controlling Interest
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	1205	Fund Raising Events Endorsement

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1920724

Agent # 1173

Classifications	Code No.	Premium Basis	Rates Prem./ Ops.	Rates Prod./ Comp. Ops.	Advance Premiums Prem./ Ops.	Advance Premiums Prod./ Comp. Ops.
IL PREM NO. 008						
DWELLING-1 FAM (LESSOR'S RISK)	63010	1 DWELLING	152.475	INCL	155	INCL
PROD/COMP OP SUBJ TO GEN AGG LIMIT						

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

© Insurance Services Office, Inc., 2011

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ 25 Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	$
Physical Damage Towing And Labor		$ For Each Disablement Of A Private Passenger Auto	$
Terrorism	All	Per Coverage Endorsement	$ 1.00
		Premium For Endorsements	$
		Estimated Total Premium*	$ 382.00

*This policy may be subject to final audit.

© Insurance Services Office, Inc., 2011

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	**Limit**	**Premium**
Covered Autos Liability	$ SEE SCHEDULE	$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus $ Deductible	$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus $ Deductible	$
Auto Medical Payments	$ Each Insured	$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	$
Comprehensive	Stated In Item Two Minus $ Deductible	$
Specified Causes Of Loss	Stated In Item Two Minus $ Deductible	$
Collision	Stated In Item Two Minus $ Deductible	$
Towing And Labor	$ Per Disablement	$

Total Premiums	SEE SCHEDULE
Covered Autos Liability	$
Personal Injury Protection	$
Added Personal Injury Protection	$
Property Protection Insurance (Michigan Only)	$
Auto Medical Payments	$
Medical Expense And Income Loss Benefits (Virginia Only)	$
Comprehensive	$
Specified Causes Of Loss	$
Collision	$
Towing And Labor	$

© Insurance Services Office, Inc., 2011

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	**State**	**Limit Of Insurance**	**Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)**	**Premium**
Comprehensive		**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$ Deductible** **For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning**	**$ SEE SCHEDULE, IF APPLICABLE**	**$**
Specified Causes Of Loss		**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$ Deductible** **For Each Covered Auto For Loss Caused By Mischief Or Vandalism**	**$**	**$**
Collision		**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$ Deductible** **For Each Covered Auto**	**$**	**$**
			Total Hired Auto Premium	**$**

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

© Insurance Services Office, Inc., 2011

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
			Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre-hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	$ SEE SCHEDULE, IF APPLICABLE	$	$	$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	$	$	$	$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Ded. For Each Covered Auto	$	$	$	$
				Total Hired Auto Premiums	$	$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

© Insurance Services Office, Inc., 2011

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	1	$ 230.00
	Number Of Partners (Active And Inactive)		$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		$
	Number Of Partners (Active And Inactive)		$
Social Service Agencies	Number Of Employees		$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		$
	Number Of Partners (Active And Inactive)		$
Total Non-ownership Covered Autos Liability Premium			$ 230.00

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:		
Type Of Risk (Check one):	☐ Public Autos	☐ Leasing Or Rental Concerns
Rating Basis (Check one):	☐ Gross Receipts (Per $100)	☐ Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):		

Premiums	
Covered Autos Liability	$
Personal Injury Protection	$
Added Personal Injury Protection	$
Property Protection Insurance (Michigan Only)	$
Auto Medical Payments	$
Medical Expense And Income Loss Benefits (Virginia Only)	$
Comprehensive	$
Specified Causes Of Loss	$
Collision	$
Towing And Labor	$

© Insurance Services Office, Inc., 2011

Policy Number: PHPK1920724

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Coverage	State	Cost of Hire	Deductible	Rate	Premium
Liability Coverage	IL	5,000		3.02100	$ 151
				Total Premium -	$ 151