
**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 20-07 08**

**A RESOLUTION APPROVING
AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN
DUPAGE TOWNSHIP AND COMMUNITY SERVICE COUNCIL OF NORTHERN
WILL COUNTY ("CSC") FOR THE TOWNSHIP FISCAL YEAR 2020-2021**

**FELIX GEORGE, Supervisor
KULSUM ALI, Clerk**

**ALYSSIA BENFORD
MARIPAT OLIVER
KEN BURGESS
DENNIS RAGA
Trustees**

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

DUPAGE TOWNSHIP
RESOLUTION NO. 20-07 09

**A RESOLUTION APPROVING
AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP
AND COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC") FOR
THE TOWNSHIP FISCAL YEAR 2020-2021**

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 (Township Fiscal Year 2020-2021), 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.

Section 5. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Supervisor and Board of Trustees of the Township of DuPage, Will County, Illinois this 10th day of June, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Trustee Benford	✓			
Trustee Oliver			✓	
Trustee Burgess			✓	
Trustee Raga	✓			
Supervisor George	✓			
TOTAL:	3		2	

APPROVED at a Regular Meeting of the Board of Trustees of the DuPage Township, on June 16, 2020.


FELIX GEORGE, Township Supervisor

ATTEST:


KULSUM ALL, 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. ⁰⁹~~20-07~~ titled,

**A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN THE DUPAGE TOWNSHIP AND COMMUNITY SERVICE COUNCIL OF
NORTHERN WILL COUNTY ("CSC") FOR THE TOWNSHIP FISCAL YEAR 2020-2021**

adopted at a duly called Regular Meeting of the Board of Trustees of DuPage Township, held at 7:00 p.m. on the 10th day of June, 2020.

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 10th day of June, 2020.



Township Clerk, DuPage Township

**AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN THE DUPAGE TOWNSHIP AND
COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY ("CSC")
(TOWNSHIP FISCAL YEAR 2020-2021)**

THIS AGREEMENT ("Agreement") is made this 7th day of July, 2020 (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 funds to such agencies for ordinary and necessary maintenance and operating expenses in order to, *inter alia*, provide for the public health needs of the Township and to provide 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"); and

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; and

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 the Township's 2020-2021 Fiscal Year 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, 2021); (iii) CSC's failure to provide Services; (iv) 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); (v) by the Township upon thirty (30) days prior written notice to CSC; or (vi) 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, Murphey, Frazier, & McGrath, Ltd.
ATTN: Ross D. Secler, Township Attorney
3318 W. 95th Street
Evergreen Park, IL 60805
rsecler@osmf.com

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.

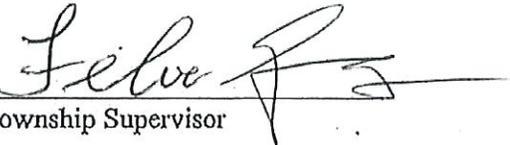
19. **HEADINGS.** The headings herein contained are for convenience and reference only and are not intended to limit the scope of any section.

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: 7-7-2020

ATTEST:

By: 
Township Clerk

Date Signed: 07/10/2020

COMMUNITY SERVICE COUNCIL OF NORTHERN WILL COUNTY

By: 
President

Date Signed: 7-6-2020

ATTEST:

By: 
Secretary

Date Signed: 7.6.2020

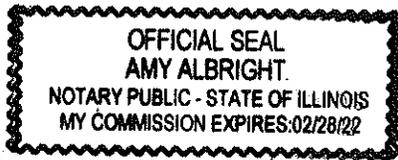
STATE OF ILLINOIS)
COUNTY OF WILL) ss.

I, Amy Albright, 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 10th day of July, 2020.

Amy Albright
Notary Public

(SEAL)



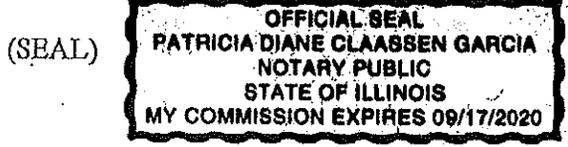
My commission expires: 02/28/2022

STATE OF ILLINOIS)
COUNTY OF WILL) ss.

Patricia Diane Claassen Garcia
I, *Patricia Diane Claassen Garcia*, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that *Paul Senning* personally known to me to be the **President** of *Community Service Council of Northern Will County*, an Illinois not-for-profit corporation and *Kim Senning* 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 Corporation 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 16th day of July, 2020.

Patricia Diane Claassen Garcia
Notary Public



My commission expires: 9/17/2020