✓ 2/18/21

DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS

RESOLUTION
NUMBER 21-04

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP AND THE HEART ORGANIZATION FOR THE TOWNSHIP FISCAL YEAR 2021-2022

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 _____, 2021

Prepared by Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - Township Attorneys
3318 West 95th Street - Evergreen Park, Illinois 60805

DUPAGE TOWNSHIP
RESOLUTION 21-03

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP AND THE HEART ORGANIZATION FOR THE TOWNSHIP FISCAL YEAR 2021-2022

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, the HEART Organization 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 services for at-risk, vulnerable, and struggling youth and services provided by youth services bureaus; and

WHEREAS, the Illinois Township Code authorizes the Township Board of Trustees to enter into contractual agreements with established organizations such as the HEART Organization, whether public or private, which provide youth services to at risk teens in 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 the HEART Organization, which is attached hereto and incorporated in this Resolution as **Exhibit 1** ("Township – the HEART Organization 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 the HEART Organization (Township Fiscal Year 2021-2022), 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.

PASSED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this 16 day of FEBRUARY 2021, pursuant to a roll call vote, as follows:

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

APPROVED at a Regular Meeting of the Board of Trustees of the DuPage Township, on 2/16/2021, 2021.

FELIX GEORGE, Supervisor

ATTEST:

KULSUM ALI, Township Clerk

EXHIBIT 1

AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN THE DUPAGE TOWNSHIP AND THE HEART ORGANIZATION (TOWNSHIP FISCAL YEAR 2021-2022)

AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN THE DUPAGE TOWNSHIP AND THE HEART ORGANIZATION (TOWNSHIP FISCAL YEAR 2021-2022)

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021 (the "Effective Date") between DuPage Township, an Illinois unit of local government, 241 Canterbury Lane, Bolingbrook, Illinois (the "Township") and The HEART Organization, an Illinois not-for-profit corporation, 201 Canterbury Lane, Suite A, 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 the public health and safety needs of the Township, provide public transportation services, and to provide social services needs of Township residents who may be considered poor and aged, among other purposes. Article 215 of the Township Code further authorizes the Township to appropriate funds for services related to vulnerable and struggling youth and to enter into contractual agreements with established youth services bureaus, public or private, serving the general area of the Township, including agencies providing services to adults in addition to youths, which provide assistance to persons referred by law enforcement officials, court or other agencies, and for the purpose of diverting persons from formal processes of the court; and

WHEREAS, Service Provider was established to provide court-ordered, "at risk" youth a second chance and to get their court cases discharged with their arrest records expunged through six-week counseling, intervention, and community service program for completion by juveniles mandated by local courts for first-time offenders, individuals referred as part of Alternate Suspension Programs by local school districts, and referrals from the Will County Circuit Court to provide counseling, education, and training on topics including anger management, juvenile law and its consequences, and social and life skills for youth residents of DuPage Township (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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Township and the HEART Organization), 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 the HEART Organization a sum of Four Thousand Dollars ($4,000.00) (the "Services Fee"), to be paid as provided in herein (*see* "PAYMENT SCHEDULE"), to support the HEART Organization's programs during Fiscal Year 2021-2022 in exchange for the HEART Organization'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 the HEART Organization a flat sum of Four Thousand Dollars ($4,000.00) upon final approval of this Agreement by the Parties and after said amount is approved by the Township Board of DuPage Township. The Township's payment shall be contingent on the Township having sufficient budget appropriation and said bill otherwise receiving approval of the Township Board according to law.

3. **SERVICES TO BE PROVIDED BY THE HEART ORGANIZATION.**

   a. The HEART Organization shall provide the Services for all residents of the Township seeking such assistance and meeting applicable eligibility standards to the extent practicable based on funding.

   b. The HEART Organization 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. The HEART Organization 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 receiving services at the HEART Organization through the Community Service/Intervention Program and those within the following categories:

         a) Mentoring;

         b) Support Groups (which shall be further divided by type of group session, if applicable); and

         c) Transportation services.

      ii. Total number of Township residents provided with school alternative disciplinary programs and/or juvenile justice/child welfare diversion services;

      iii. Percent of successful school alternative disciplinary program and/or diversion cases;

iv. Percent of clients that report a reduction in suspensions or other disciplinary actions upon cessation of program;

v. Demographic information of DuPage Township residents utilizing the HEART Organization Services;

vi. Number of times individual Township Residents utilize the HEART Organization Services;

vii. Average fee (if any) paid by DuPage Township residents; and

viii. Total number of additional fees and costs charged to any Township resident utilizing the HEART Organization Services and the number of Township Residents receiving service without their payment.

The above information shall be made available to the Township upon request. In addition to the above, the HEART Organization shall provide semi-annual usage and activity reports that shall include, but shall not be limited to, the above information (collectively, the "Required Reporting").

All reports shall be delivered without use of residents' personal identifiers or with such data redacted if otherwise necessary to the report.

d. The HEART Organization shall provide the Township with copies or evidence of approvals from the Illinois Department of Human Services, the Illinois Department of Public Health, relevant law enforcement or court agencies, and/or any other accreditation for the provision of certain Services. The HEART Organization shall immediately notify the Township if a material change occurs with respect to any approval or accreditation the HEART Organization receives from any governmental or other agency. All individuals providing Services shall be qualified and licensed to provide such Service as required by law. The HEART Organization further certifies and agrees that it shall not devote any Township funds towards any activity or program, whether collaborating with another organization or otherwise, that involves any faith-based and/or religious activity. Failure to comply with this provision shall be grounds for Termination, as provided herein, with all funds refunded to the Township in full.

e. It is expressly understood and agreed by the HEART Organization that the Township may choose to refuse payment on all or a portion of the HEART Organization Services Fee if, in the Township's sole discretion, it is determined that: (i) the HEART Organization is not providing all of the Services specified above; (ii) the HEART Organization fails to provide the Township with the Required Reporting; (iii) the HEART Organization 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, and except as otherwise provided in this Agreement, the Parties

agree to confer on alternative means of funding the HEART Organization's provision of the Services and the HEART Organization shall reimburse the Township on a pro-rata basis for any prepaid the HEART Organization Services Fee. the HEART Organization 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, 2022); (iii) the HEART Organization's failure to provide Services; (iv) the HEART Organization'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 the HEART Organization (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period the HEART Organization 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 the HEART Organization; or (vi) the HEART Organization's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Township's discretion places the HEART Organization's ability to deliver the Services during the term of this Agreement in doubt.

5. **NO WAIVER.** The waiver by Township or the HEART Organization 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, the HEART Organization 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 the HEART Organization'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 the HEART Organization, 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. the HEART Organization 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 the HEART Organization's breach of any of its obligations under, or the HEART Organization's default of, any provision of this Agreement.

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

b. **Insurance.** The HEART Organization 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. The HEART Organization 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**. The HEART Organization shall specifically ensure that its insurance provides coverage over its volunteers, contractors, and employees. The HEART Organization 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.** The HEART Organization shall provide the Services at its own risk. The HEART Organization acknowledges that the Township shall not provide any security or protection to the HEART Organization or any of its clients, or their family members or any other third party in connection with the HEART Organization's provision of the Services. To the extent permitted by the laws of the State of Illinois, the HEART Organization hereby waives any and all rights or claims the HEART Organization 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 the HEART Organization or any person claiming by, through or under the HEART Organization, in connection with the exercise by such persons of the rights and privileges granted to the HEART Organization 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. The HEART Organization shall conduct its operations entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, the HEART Organization 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 the HEART Organization 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 the HEART Organization, or any person claiming by, through or under the HEART Organization relating directly or indirectly to the performance of the HEART Organization'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 the HEART Organization, 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, including the attached Exhibit A, 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 the HEART Organization, 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.** The HEART Organization covenants and agrees to hold all information, records and documents provided by the Township to the HEART Organization, 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. The HEART Organization 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 the HEART Organization 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@osmfm.com

If to The HEART Organization:
The HEART Organization
ATTN: Chief Executive Officer
201 Canterbury Lane, Suite A
Bolingbrook, IL 60440

16. **ENFORCEMENT COSTS.** In the event that either party shall have to retain counsel to enforce any provision of this Agreement, the HEART Organization 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.

EXHIBIT A

INSURANCE REQUIREMENTS APPLICABLE TO THE HEART ORGANIZATION

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1. **INSURANCE REQUIREMENTS**. The HEART Organization 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 the HEART Organization, 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. The HEART Organization 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. The HEART Organization 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. The HEART Organization 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. The HEART Organization 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, the HEART Organization 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 The HEART Organization's Obligation to Insure for Bodily Injury Claims. In addition to the above, the Township will require the HEART Organization to purchase insurance to cover claims and expenses asserted against the HEART Organization, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the HEART Organization, 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, the HEART Organization 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. the HEART Organization shall notify Township of any cancellation of insurance coverage required hereunder within ten days of the HEART Organization 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 the HEART Organization obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Township's option. the HEART Organization 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 the HEART Organization'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, the HEART Organization 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.

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

DUPAGE TOWNSHIP

By: _____
Township Supervisor

Date Signed: 2/16/2021

ATTEST:

By: _____
Township Clerk

Date Signed: _____

THE HEART ORGANIZATION

By: _____
President

Date Signed: 2/17/21

ATTEST:

By: _____
Secretary

Date Signed: 2/17/21

EXHIBIT A

INSURANCE REQUIREMENTS APPLICABLE TO THE HEART ORGANIZATION

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1. **INSURANCE REQUIREMENTS**. The HEART Organization 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 the HEART Organization, 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. The HEART Organization 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. The HEART Organization 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. The HEART Organization 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. The HEART Organization 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, the HEART Organization 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 The HEART Organization's Obligation to Insure for Bodily Injury Claims. In addition to the above, the Township will require the HEART Organization to purchase insurance to cover claims and expenses asserted against the HEART Organization, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the HEART Organization, 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, the HEART Organization 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. the HEART Organization shall notify Township of any cancellation of insurance coverage required hereunder within ten days of the HEART Organization 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 the HEART Organization obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Township's option. the HEART Organization 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 the HEART Organization'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, the HEART Organization 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.

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

DUPAGE TOWNSHIP

By: _____
Township Supervisor

Date Signed: 2/16/2021

ATTEST:

By: _____
Township Clerk

Date Signed: _____

THE HEART ORGANIZATION

By: _____
President

Date Signed: _____

ATTEST:

By: _____
Secretary

Date Signed: _____

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. 21-03 titled,

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP AND THE HEART ORGANIZATION FOR THE TOWNSHIP FISCAL YEAR 2021-2022

adopted at a duly called Regular Meeting of the Board of Trustees of DuPage Township, held at 7:00 p.m. on the _____ day of _____, 2021.

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 _____day of _____, 2021.

_____
Township Clerk, DuPage Township

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

I, _____, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the **Supervisor** of the **DuPage Township**, an Illinois Township and unit of local government, and _____, 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 _____ day of _____, 2021.

_____
Notary Public

(SEAL)

My commission expires: _____

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

I, _____, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____,personally known to me to be the **President** of **<u>the HEART Organization</u>**, an Illinois not-for-profit corporation and _____, 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 _____ _____ 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 _____ day of _____, 2021.

_____
Notary Public

(SEAL)

My commission expires: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2020

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

StateFarm

G. McCadd Ins & Financial Services Inc.
516 W. Boughton Rd.
Bolingbrook, IL 60440

CONTACT NAME: Gerald McCadd, Agent
PHONE (A/C, No, Ext): 630-679-1900 FAX (A/C, No): 630-679-9317
E-MAIL ADDRESS: gerald@geraldmccadd.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

THE H.E.A.R.T. ORGANIZATION, INC.
343 N. Schmidt Road
Bolingbrook, IL 60440

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
A	X General Liability	Y			10/06/2019	10/06/2020	MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Contents	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Child and Parent Intervention training for at risk youth.

CERTIFICATE HOLDER

Dupage Township
241 Canterbury Ln
Bolingbrook IL 60440

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

Gerald McCadd

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