
**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 21-06**

**A RESOLUTION APPROVING AN AGREEMENT
FOR THE PROVISION OF SERVICES BETWEEN
DUPAGE TOWNSHIP AND HEART HAVEN OUTREACH ("H2O")**

**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 NO. 21-02**

**A RESOLUTION APPROVING AN AGREEMENT
FOR THE PROVISION OF SERVICES BETWEEN
DUPAGE TOWNSHIP AND HEART HAVEN OUTREACH ("H2O")**

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, Heart Haven OutReach ("H2O") 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 (including runaway and homeless youth) in addition to 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 H2O, whether public or private, which provide youth 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 Heart Haven OutReach, which is attached hereto and incorporated in this Resolution as **Exhibit 1** ("Township - H2O 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 Heart Haven OutReach, attached to and incorporated into this Resolution as **Exhibit 1**.

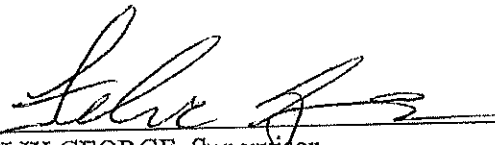
SECTION 3: Any and all Resolutions or Ordinances of the Township which may conflict with this Resolution are hereby repealed.

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 _____ day of _____, 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 HEART HAVEN OUTREACH ("H2O")**

**AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN
THE DUPAGE TOWNSHIP AND HEART HAVEN OUTREACH ("H2O")**

THIS AGREEMENT ("Agreement") is made this ____ of ____, 2021 (the "Effective Date") between DuPage Township, an Illinois unit of local government, 241 Canterbury Lane, Bolingbrook, Illinois (the "Township") and Heart Haven OutReach (a/k/a "H2O"), an Illinois not-for-profit corporation, 201 Canterbury Lane, 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 to such agencies funds for ordinary and necessary maintenance and operating expenses in order to, *inter alia*, provide the public health 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; and

WHEREAS, Service Provider was established to transform the lives of (at risk) struggling teens through caring relationships and programs that support healthy development on an emotional, mental, physical, and spiritual level, and seeks to provide group counseling and support groups, mentorship programs, and transportation services for vulnerable and struggling 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 H2O, 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 Heart Haven OutReach a sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Services Fee"), to be paid as provided in herein (*see* "PAYMENT SCHEDULE"), to support H2O's programs during Fiscal Year 2021-2022 in exchange for H2O'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 H2O a flat sum of Twenty-Five Thousand Dollars (\$25,000.00) upon final approval of this Agreement by the Parties and after said amount is approved by the Township Board for 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 accordingly to law.

3. **SERVICES TO BE PROVIDED BY H2O.**

- A. H2O 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. H2O 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. H2O 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 H2O within the following categories:
 - 1. One-on-one mentoring;
 - 2. Group therapy or counseling sessions (which shall be further divided by type of group session, if applicable); and
 - 3. 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 counseling clients that report a reduction in suspensions or other disciplinary actions at cessation of program;
 - v. Demographic information of DuPage Township residents utilizing H2O Services;
 - vi. Number of times individual Township Residents utilize H2O 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 H2O Services and the number of Township Residents receiving service without their payment.

In addition to the above, H2O 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. H2O 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. H2O shall immediately notify the Township if a material change occurs with respect to any approval or accreditation H2O receives from any governmental or other agency. All individuals providing Services shall be qualified and licensed to provide such Service as required by law. H2O 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 H2O that the Township may choose to refuse payment on all or a portion of the H2O Services Fee if, in the Township's sole discretion: (i) H2O is not providing all of the Services specified above; (ii) H2O fails to provide the Township with the Required Reporting; (iii) H2O 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 H2O's provision of the Services and H2O shall reimburse the Township on a pro-rata basis for any prepaid H2O Services Fee. H2O 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) H2O's failure to provide Services; (iv) H2O'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 H2O (provided that if the nature of the breach is such that it cannot be cured within

said ten (10) day period H2O 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 H2O; or (vi) H2O's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Township's discretion places H2O's ability to deliver the Services during the term of this Agreement in doubt.

5. **NO WAIVER.** The waiver by Township or H2O 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, H2O 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 H2O'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 H2O, 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. H2O 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 H2O's breach of any of its obligations under, or H2O's default of, any provision of this Agreement.

The indemnification contained in this paragraph shall bind H2O and its successors and survive termination of this Agreement.

B. **Insurance.** H2O 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. H2O 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. H2O shall specifically ensure that its insurance provides coverage over its volunteers, contractors, and employees. H2O 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.** H2O shall provide the Services at its own risk. H2O acknowledges that the Township shall not provide any security or protection to H2O or any of its clients, or their family members or any other third party in connection with H2O's provision of the Services. To the extent permitted by the laws of the State of Illinois, H2O hereby waives any and all rights or claims H2O 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 H2O or any person claiming by, through or under H2O, in connection with the exercise by such persons of the rights and privileges granted to H2O 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. H2O shall conduct its operations entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, H2O 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 H2O 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 H2O, or any person claiming by, through or under H2O relating directly or indirectly to the performance of H2O'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 H2O, 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 H2O, 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.** H2O covenants and agrees to hold all information, records and documents provided by the Township to H2O, and any matter relating to any of the foregoing as confidential property of the Township unless said release is required to accomplish the services to be provided. H2O 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 H2O 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 Heart Haven OutReach:

Heart Haven OutReach
ATTN: Executive Director
201 Canterbury Lane, Suite C
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 other party shall pay all of the 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.*

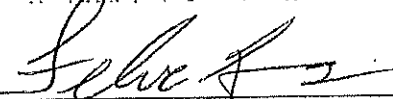
18. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state and local laws, rules and regulations.

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.

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

DUPAGE TOWNSHIP

By: 
Township Supervisor

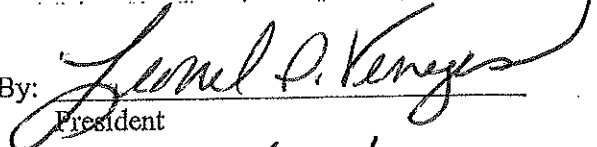
Date Signed: 2/16/2021

ATTEST:

By: _____
Township Clerk

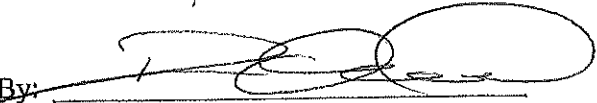
Date Signed: _____

HEART HAVEN OUTREACH

By: 
President

Date Signed: 2/22/2021

ATTEST:

By: 
Secretary

Date Signed: 2/22/2021