
**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

RESOLUTION

NUMBER 20-18

**A RESOLUTION APPROVING
AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN
DUPAGE TOWNSHIP AND DIAPER DEPOT FOR THE TOWNSHIP
FISCAL YEAR 2020-2021**

**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 _____, 2020

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

DUPAGE TOWNSHIP
RESOLUTION NO. 20-

A RESOLUTION APPROVING
AN AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN DUPAGE TOWNSHIP
AND DIAPER DEPOT 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, Diaper Depot 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 and social service needs of Township residents, among other purposes; and

WHEREAS, the Illinois Township Code authorizes the Township Board of Trustees to enter into contractual agreements with established organizations such as Diaper Depot, 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 Diaper Depot, which is attached hereto and incorporated into this Resolution as **Exhibit 1** ("Township – Diaper Depot 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 Diaper Depot (Township Fiscal Year 2020-2021), which is attached to and incorporated into this Resolution as **Exhibit 1**.

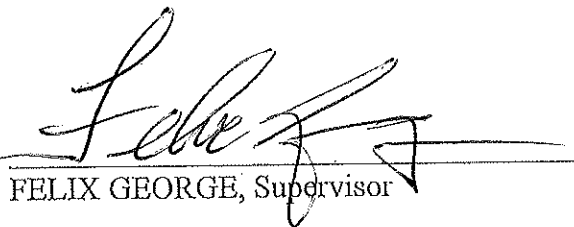
SECTION 3: Any and all Resolutions, motions, or orders of the Township that may conflict with this Resolution are hereby repealed.

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 20 day of October, 2020, 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
October 20, 2020.


 FELIX GEORGE, Supervisor

ATTEST:

 KULSUM ALI, Township Clerk

EXHIBIT 1

**AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN THE DUPAGE TOWNSHIP AND
DIAPER DEPOT
(TOWNSHIP FISCAL YEAR 2020-2021)**

**AGREEMENT FOR THE PROVISION OF SERVICES
BETWEEN DUPAGE TOWNSHIP AND
DIAPER DEPOT**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020 (the "Effective Date") between DuPage Township, an Illinois unit of local government, 241 Canterbury Lane, Bolingbrook, Illinois (the "Township") and Diaper Depot, an Illinois not-for-profit corporation, located at 249 N. Bolingbrook Drive, Bolingbrook, IL 60440 (hereinafter sometimes referred to as "Service Provider" or "Diaper Depot"). 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, and to provide social services needs of Township residents who may be considered poor and aged, among other purposes. Articles 85 and 215 of the Township Code further authorize the township committees on social services and youth to, *inter alia*, provide programs and funding to assist poor and struggling families and to meet the needs of the local youths, and additionally empowers the Township to approve contracts for the provision of said programming and aid and to otherwise appropriate funds for services related to the poor and vulnerable and struggling youth; and

WHEREAS, Service Provider was established to alleviate financial burdens on families of young children, including through the donation of diapers, allowing them to continue to afford and to utilize day care facilities, and to generally provide services for the benefit of the youth residents of DuPage Township; 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 Diaper Depot, 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 Diaper Depot a sum of Two Thousand Dollars (\$2,000.00) (the "Services Fee"), to be paid as provided herein (*see* "PAYMENT SCHEDULE"), to support Service Provider's programs during the Township's Fiscal Year 2020-

2021, in exchange for Diaper Depot'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 Diaper Depot a flat sum of \$2,000.00, upon final approval of this Agreement by the Parties and after said amount is approved by the Township Board for DuPage Township. Said payment shall be used by Diaper Depot in support of the programming and services and shall specifically be used to supplement the costs of the programs and family aid distribution for Township residents by Diaper Depot (the "Services") as detailed herein. 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 DIAPER DEPOT & REQUIREMENTS FOR RECEIPT AND USE OF TOWNSHIP FUNDS.**

- A. Diaper Depot shall continue to distribute diapers to families of young children in financial need twice per month as supplies last and allowing 25 diapers per week per child (with a limit of two bundles of 25 diapers each per family) and to further provide any services referenced in the Recitals or otherwise in this Agreement (hereinafter collectively referred to as the "Services"). The Services shall be provided for all residents of the Township seeking such assistance and meeting applicable eligibility standards.
- B. Diaper Depot shall use funds received from the Township to supplement the cost of providing such aid to eligible families.
- C. Diaper Depot 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.
- D. Diaper Depot 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 or receiving aid:
 - i. Total number of Township residents and/or families receiving services or aid; and

- ii. Demographic information of DuPage Township residents and/or families utilizing Diaper Depot Services; and
- iii. The total number and date and times of distributions as well as the total number of bundles and diapers distributed via the Services by Diaper Depot.

In addition to the above, Diaper Depot shall provide a usage and activity report within six months of receipt of Service Fee 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").

- E. To the extent applicable, Diaper Depot 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, including the qualifications of staff and volunteers. Diaper Depot shall immediately notify the Township if a material change occurs with respect to any approval or accreditation Diaper Depot receives from any governmental or other agency. All individuals providing Services shall be qualified and licensed to provide such Service as required by law. Diaper Depot 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.
- F. It is expressly understood and agreed by Diaper Depot that the Township may choose to refuse payment on all or a portion of the Diaper Depot Services Fee if, in the Township's sole discretion: (i) Diaper Depot is not providing all of the Services specified above; (ii) Diaper Depot fails to provide the Township with the Required Reporting; (iii) Diaper Depot 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 Diaper Depot's provision of

the Services and Diaper Depot shall reimburse the Township on a pro-rata basis for any prepaid Diaper Depot Services Fee. Diaper Depot shall not use any portion of the Service Fee for any purpose other than those purposes described in this Section 3 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) Diaper Depot's failure to provide Services; (iv) Diaper Depot'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 Diaper Depot (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period, Diaper Depot 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 Diaper Depot; or (vi) Diaper Depot's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Township's discretion places Diaper Depot'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, Diaper Depot 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 Diaper Depot'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 Diaper Depot, 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. Diaper Depot 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 Diaper Depot's breach of any of its obligations under, or Diaper Depot's default of, any provision of this Agreement.

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

- B. **Insurance.** Diaper Depot 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. Diaper Depot 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**. Diaper Depot shall specifically ensure that its insurance provides coverage over its volunteers, contractors, and employees. Diaper Depot 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.** Diaper Depot shall provide the Services at its own risk. Diaper Depot acknowledges that the Township shall not provide any security or protection to Diaper Depot or any of its clients, or their family members or any other third party in connection with Diaper Depot's provision of the Services. To the extent permitted by the laws of the State of Illinois, Diaper Depot hereby waives any and all rights or claims Diaper Depot 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 Diaper Depot, or any person claiming by, through, or under Diaper Depot, in connection with the exercise by such persons of the rights and privileges granted to Diaper Depot 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. Diaper Depot shall conduct its operations entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, Diaper Depot hereby forever waives, relinquishes and discharges and holds harmless the Township, its trustees, elected and appointed officers, employees, agents, and volunteers, from any and all claims of every nature whatsoever, which Diaper Depot 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 Diaper Depot, or any person claiming by, through, or under Diaper Depot relating directly or indirectly to the performance of Diaper Depot'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 Diaper Depot, 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 Diaper Depot, 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. Diaper Depot covenants and agrees to hold all information, records and documents provided by the Township to Diaper Depot, 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. Diaper Depot 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 Diaper Depot 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

If to Diaper Depot:

Diaper Depot
ATTN: President Jerry Streeky
249 N. Bolingbrook Drive
Bolingbrook, IL 60440

16. **ENFORCEMENT COSTS.** In the event that the Township shall have to retain counsel to enforce any provision of this Agreement, Diaper Depot 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 Page Intentionally Left Blank)

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

DUPAGE TOWNSHIP:

By: _____
Township Supervisor

Date Signed: _____

ATTEST:

By: _____
Township Clerk

Date Signed: _____

DIAPER DEPOT:

By: _____
President

Date Signed: _____

ATTEST:

By: _____
Secretary

Date Signed: _____

STATE OF ILLINOIS)
COUNTY OF WILL) ss.

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 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 _____, 2020.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF WILL) ss.

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 **Diaper Depot**, 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 _____, 2020.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

INSURANCE REQUIREMENTS APPLICABLE TO DIAPER DEPOT

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