
**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 21-01**

**A RESOLUTION OF THE DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS
AUTHORIZING THE DISPOSAL OF EXCESS ASSETS
IDENTIFIED BY BUILDING ASSETS AND GROUNDS COMMITTEE**

**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. 21-01**

**A RESOLUTION OF THE DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS
AUTHORIZING THE DISPOSAL OF EXCESS ASSETS
IDENTIFIED BY BUILDING ASSETS AND GROUNDS COMMITTEE**

WHEREAS, DuPage Township has the authority, pursuant to 60 ILCS 1/30-50 to declare property to be no longer necessary or useful to the Township and to authorize the disposal of such property; and

WHEREAS, DuPage Township has identified certain excess property that is no longer used or required by the Township, said property being identified and described on Exhibit A (the "Property"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, Building Assets and Grounds Department desires to have the items identified in Exhibit A declared as surplus, disposed of pursuant to auction sale and removed from the Township's asset list; and

WHEREAS, it is the opinion of the Township Supervisor of the DuPage Township (the "Supervisor") that the Property is no longer necessary or useful or for the best interests of the DuPage Township to retain; and

WHEREAS, the Supervisor has determined it is in the best interests of the Township to dispose of said surplus items by public auction and removed from the Township's asset list.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Property is hereby declared no longer useful, required, or desirous to be retained and maintained by DuPage Township, said Property being identified and described on Exhibit A.

Section 3. The Supervisor and the Clerk are hereby authorized and directed to execute and deliver any and all documents necessary to implement the provisions of this Resolution and the conveyance of the Property.

Section 4. The Supervisor hereby authorizes the sale of the Property by public auction conducted by an auctioneer licensed under the Auction License Act (60 IL CS 1/30-50).

Section 5. The Clerk is hereby directed to publish this Resolution and provide personal property sale notice in a newspaper generally circulated in DuPage Township and shall post a copy of said notice to the extent required by Section 30-50 of the Illinois Township Code (60 ILCS 1/30-50) and any other applicable law.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 7. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Supervisor and Board of Trustees of 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 _____, 2021.

Felix George, Supervisor

ATTEST:

Kulsum Ali, Township Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

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

I further certify that the foregoing is a full, true and complete copy of Resolution No. 21-01 titled, **A RESOLUTION OF THE DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS AUTHORIZING THE DISPOSAL OF EXCESS ASSETS IDENTIFIED BY BUILDING ASSETS AND GROUNDS COMMITTEE**, 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.

Kulsum Ali, Township Clerk
DuPage Township

EXHIBIT A

VEHICLES TO BE DISPOSED	
2004 GMC 2500	Bad transmission with a cost of \$4,500.00 to repair -- salvage yard price \$300.00 to \$500.00.
1998 Ford Eldorado	Old bus -- needs a new battery, oil change, positive cable from battery to the starter or custom cable from battery to the handicap lift, brake lines replaced -- estimated cost \$800.00 to \$1,500.00 -- I have a standing offer to purchase for \$1,000.00 -- vehicle has limited trade in value due to repairs needed and age of vehicle.
2001 Ford E450	Old bus -- needs a new battery, oil change, positive cable either on to the starter or custom cable from battery to the handicap lift, brake lines replaced - estimated cost \$800.00 to \$1,500.00 -- I have a standing offer to purchase for \$1,000.00 -- vehicle has limited trade in value due to repairs needed and age of vehicle.
2003 Aluminum Trailer	Cash value depends on how much the going rate is per pound for aluminum.
1992 Ford E350	Bad motor -- salvage yard price \$300.00 to \$500.00.
1998 John Deere Skidsteer	Skidsteer needs to many repairs -- value depends on how much scrap metal is per pound -- I have a standing offer to purchase for \$500.00.
2004 Ford E350 Box Truck	Needs fuel injectors cost \$3,000.00 to \$5,000.00 depending on how many injectors are replaced -- vehicle has limited trade in value due to repairs needed.
John Deere Skidsteer Backhoe Attachment	

Vehicles to be disposed of by way of salvage yard may vary due to the price of scrap per pound.

EQUIPMENT	
1998 Hustler Mini-Z Mower	Non-usable.
Ariens Riding Mower	Does not start.
Orr Roto Tiller	Does not start.
Stump Grinder	Needs repairs.
Trac Vac for Leaves	Does not work with new mower.
2019 Spartan Riding Mower	
2 Homelite Generators	Does not start.
2007 Caterpillar Skidsteer	
1998 John Deere Skidsteer	Non-usable.
John Deere Backhoe Skidsteer Attachment	Attachment has been outdoors for many years.
1 Cheap Push Mower	
1 Toro Push Mower	
1 Commercial Grade Push Weed Whacker	
2 Echo Weed Whackers	
1 Stihls Weed Whacker	
1 Stihls Backpack Blower	

VEHICLES TO BE DISPOSED

2004 GMC 2500 (BAD TRANSMISSION WITH A COST OF \$4500 TO REPAIR
- SALVAGE YARD PRICE \$300 TO \$500)

1998 FORD ELDORADO (OLD BUS – NEEDS A NEW BATTERY, OIL
CHANGE, POSITIVE CABLE FROM BATTERY TO THE STARTER OR
CUSTOM CABLE FROM BATTERY TO THE HANDICAP LIFT, BRAKE
LINES REPLACED – ESTIMATED COST \$800 TO \$1500 – I HAVE A
STANDING OFFER TO PURCHASE FOR \$1000 – VEHICLE HAS LIMITED
TRADE IN VALUE DUE TO REPAIRS NEEDED AND AGE OF VEHICLE)

2001 FORD E450 (OLD BUS - NEEDS A NEW BATTERY, OIL CHANGE,
POSITIVE CABLE EITHER ON TO THE STARTER OR CUSTOM CABLE
FROM BATTERY TO THE HANDICAP LIFT, BRAKE LINES REPLACED –
ESTIMATED COST \$800 TO \$1500 – I HAVE A STANDING OFFER TO
PURCHASE FOR \$1000 – VEHICLE HAS LIMITED TRADE IN VALUE DUE
TO REPAIRS NEEDED AND AGE OF VEHICLE)

2003 ALUMINUM TRAILER (CASH VALUE DEPENDS ON HOW MUCH
THE GOING RATE IS PER POUND FOR ALUMINUM)

1992 FORD E350 (BAD MOTOR – SALVAGE YARD PRICE \$300 TO \$500)

1998 JOHN DEERE SKIDSTEER (SKIDSTEER NEEDS TO MANY REAPIRS –
VALUE DEPENDS ON HOW MUCH SCRAP METAL IS PER POUND – I
HAVE A STANDING OFFER TO PURCHASE FOR \$500)

2004 FORD E350 BOX TRUCK (NEEDS FUEL INJECTORS COST \$3000 TO
\$5000 DEPENDING ON HOW MANY INJECTORS ARE REPLACED –
VEHCILE HAS LIMITED TRADE IN VALUE DUE TO REAPIRS NEEDED)*

JOHN DEERE SKIDSTEER BACKHOE ATTACHMENT

- VEHICLES TO BE DISPOSED OF BY WAY OF SALVAGE YARD
MAY VARY DUE TO THE PRICE OF SCRAP PER POUND

2/18/21 ✓

**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 21-05**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION
OF SERVICES BETWEEN DUPAGE TOWNSHIP AND HAMPTON PARK
SOCIAL ATHLETIC CLUB 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 2/18, 2021

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

**DUPAGE TOWNSHIP
RESOLUTION NO. 21-04**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE PROVISION
OF SERVICES BETWEEN DUPAGE TOWNSHIP AND HAMPTON PARK
SOCIAL ATHLETIC CLUB 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, Hampton Park Social Athletic Club ("Hampton Park") is an Illinois not-for-profit corporation providing a broad range of services for youth sports teams and organizations the benefit of the residents in and around DuPage Township; and

WHEREAS, the Illinois Township Code authorizes the Township Board of Trustees to enter into contractual agreements with established organizations such as Hampton Park Social Athletic Club, which provides 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 Hampton Park Social Athletic Club, which is attached hereto and incorporated in this Resolution as **Exhibit 1** ("Township – Hampton Park Social Athletic Club 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 Hampton Park Social Athletic Club (Township Fiscal Year 2021-2022), which is attached to and incorporated into this Resolution as **Exhibit 1**.

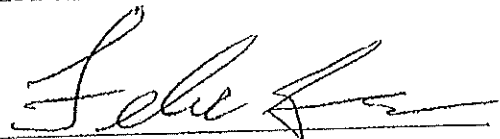
SECTION 3: Any and all Resolutions or Ordinances of the Township which may conflict with this Resolution are hereby repealed.

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 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 HAMPTON PARK
SOCIAL ATHLETIC CLUB (TOWNSHIP FISCAL YEAR 2021-2022)

**AGREEMENT FOR THE PROVISION OF
SERVICES BETWEEN THE DUPAGE TOWNSHIP AND
HAMPTON PARK SOCIAL ATHLETIC CLUB ("HAMPTON PARK")**

THIS AGREEMENT ("Agreement") is made this 18th day of February, 2021 (the "Effective Date") between DuPage Township, an Illinois unit of local government, 241 Canterbury Lane, Bolingbrook, Illinois (the "Township") and Hampton Park Social Athletic Club (a/k/a "HAMPTON PARK"), an Illinois not-for-profit corporation, P.O. Box 7582 Romeoville, Illinois 60446 (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 social and economic needs of the Township and to provide social service needs of Township residents, especially youth, in need of such services; and

WHEREAS, Service Provider was established to, among other things, provide multi-generational activities, athletics, social events and community events promoting the general welfare in the Township; and

WHEREAS, since the pandemic Hampton Social has been unable to host fundraising events which provide the financial support needed to sustain such 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 HAMPTON PARK, 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 a sum to Hampton Park Social Athletic Club in the amount Five Thousand Dollars (\$5,000.00) to provide youth services to Township residents in manner hereinafter described (*see* "PAYMENT SCHEDULE"), and support HAMPTON PARK'S programs during Fiscal Year 2021-2022 including HAMPTON PARK'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 Hampton Park Social Athletic Club a flat sum of Five Thousand Dollars (\$5,000.00), 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 HAMPTON PARK in support of the programming and services and shall specifically be used to supplement the costs of the youth initiatives and programs for Township youth by HAMPTON PARK (the "Services"). 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 HAMPTON PARK.**

- A. HAMPTON PARK shall provide the Services for all youth of the Township seeking such assistance. The Services shall be provided for all youth residents of the Township seeking such assistance and meeting applicable eligibility standards.
- B. HAMPTON PARK 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. HAMPTON PARK shall maintain complete records of the number of Township residents to which it provides services. 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. HAMPTON PARK 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. HAMPTON PARK shall immediately notify the Township if a material change occurs with respect to any approval or accreditation HAMPTON PARK receives from any governmental or other agency. All individuals providing Services shall be qualified and licensed to provide such Service as required by law. HAMPTON PARK 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 HAMPTON PARK that the Township may choose to refuse payment on all or a portion of the HAMPTON PARK Services Fee if, in the Township's sole discretion: (i) HAMPTON PARK is not providing all of the Services specified above; (ii) HAMPTON PARK fails to provide the Township with the Required Reporting; (iii) HAMPTON PARK 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 HAMPTON PARK's provision of the Services and HAMPTON PARK shall reimburse the Township on a pro-rata basis for any prepaid HAMPTON PARK Services Fee. HAMPTON PARK 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) HAMPTON PARK's failure to provide Services; (iv) HAMPTON PARK'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 HAMPTON PARK (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period HAMPTON PARK 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 HAMPTON PARK; or (vi) HAMPTON PARK's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Township's discretion places HAMPTON PARK'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, HAMPTON PARK 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 HAMPTON PARK'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 HAMPTON PARK, 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. HAMPTON PARK 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 HAMPTON PARK's breach of any of its obligations under, or HAMPTON PARK's default of, any provision of this Agreement.

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

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

If to Hampton Park Social Athletic Club:

Hampton Park Social Athletic Club
ATTN: Fred Concannon, President
P.O. Box 7582
Romeoville Illinois, 60446

With a copy to:

Odelson, Sterk, Murphey,
Frazier & McGraph, Ltd.
ATTN: Ross D. Secler, Township Attorney
3318 W. 95th Street
Evergreen Park, IL 60805

16. **ENFORCEMENT COSTS.** In the event that the Township shall have to retain counsel to enforce any provision of this Agreement, HAMPTON PARK 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

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

DUPAGE TOWNSHIP

By: *Selva S. S.*
Township Supervisor

Date Signed: 2/16/2021

ATTEST:

By: _____
Township Clerk

Date Signed: _____

HAMPTON PARK SOCIAL ATHLETIC CLUB

By: *Neil Brennan*
President

Date Signed: February 18, 2021

ATTEST:

By: *Chris Brennan*
Secretary

Date Signed: 2/17/21