

FACSIMILE

Legal and Compliance Services Department
721 N. LaSalle St., Chicago, Illinois 60654
Telephone: 312.655.7538
Fax: 312.654.0849

To: Mr. Michael J. Ellis and Mr. Victor P. Filippini, Jr.	
From: Mildred McCraney	Date: 1/26/2015
Fax: (847) 223-4821 and (312) 578-6666	Pages: 13
Subject: Village of Grayslake Agreement	

Comments:

Hello Mr. Ellis: This agreement is being faxed to you and Mr. Filippini.

I will mail the original to your attention today. I apologize for this
delay.

Thank you.

Mildred McCraney (312) 655-7320

www.catholiccharities.net

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AGREEMENT

This Agreement is entered into this 17th day of March, 2014, by and between the Village of Grayslake (the "Village") and Catholic Charities of the Archdiocese of Chicago ("Catholic Charities"):

WITNESSETH:

WHEREAS, The DeBruler Company, the owner (the "Owner") of the property located at 50 Library Lane, Grayslake, Illinois, and legally described on Exhibit A attached to this Agreement (the "Premises"), intends to operate a senior citizen housing facility on the Premises; and

WHEREAS, in 2001, the Village entered into an agreement with the Owner to allow the Village to provide certain senior citizen programs, services, and facilities on the Premises (the "Facility Use Agreement"); and

WHEREAS, pursuant to the Facility Use Agreement, the Village is authorized to contract with a subcontractor to provide senior citizen programs, services, and facilities on the Premises; and

WHEREAS, Catholic Charities desires to provide senior citizen programs, services, and facilities on the Premises, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the parties agree that it is in their mutual interest for Catholic Charities to use the Premises to provide senior citizen programs, services and facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

2. **PROGRAM SERVICES; MARKETING.** (a) The Village agrees to allow Catholic Charities to utilize designated space in the Premises, as more fully described in Section 3 of this Agreement, for the following senior citizen programs:

- a. Title IIIC-I Congregate Meal Program
- b. Title IIIC-II Home-Delivered Meal Program
- c. Nutrition Education and Health Related Programs
- d. Comprehensive Social Services Programs
- e. Recreational and Educational Enrichment Programs

(collectively, the "Program Services").

Catholic Charities agrees to provide the Village with an agenda of their scheduled programs for the coming month at least 15 days prior to the beginning of the month.

(b) Catholic Charities and the Village agree to include in any marketing materials and signage related to the Program Services references to Catholic Charities as the operator of the Program Services and the Village as the sponsor of the Program Services.

3. **USE OF PREMISES.** (a) The Village of Grayslake agrees to provide the following spaces in the Premises, as depicted on the floor plans attached to this Agreement as Exhibit B, for Catholic Charities to operate the Program Services:

- i. Social Hall A & B
- ii. Office space for the Senior Center Manager and Coordinator
- iii. Kitchen space for preparing meals
- iv. Congregate Dining Area
- v. Storeroom space for Congregate/Home Delivered Meals Program
- vi. Classroom

- vii. Fitness Room
- viii. Billiards Room
- ix. Storage Area in the Kitchen and Storage Area

(collectively, the "Facility"). The Village of Grayslake agrees that the storage area and the offices designated for the Senior Center Coordinator shall be for the exclusive use of Catholic Charities during the term of this Agreement.

(b) Catholic Charities is authorized to begin use of the Facility for the Program Services upon execution of the Contract.

(c) Catholic Charities shall be permitted to use the Facility for the Program Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any other use of the Facility by Catholic Charities will require Catholic Charities to apply for permission to the Village through the normal facility use application process as provided by the Village. The Village acknowledges that Catholic Charities will have exclusive use of the Facility during the hours provided for in this paragraph; provided, however, that Catholic Charities acknowledges that the Village and the Owner have the authority to use the Facility so long as such use does not conflict or interfere with the provisions of this Agreement.

4. **PROGRAM SERVICES FEE; REVENUES.** (A) The Village of Grayslake shall pay to Catholic Charities a fee for staffing, management, operation, material, and supply expenses related to the Program Services ("Program Services Fee") in accordance with the annual budget approved by the Village, in which Catholic Charities will provide line item descriptions, amounts and upon request documentation describing the basis for each line item included in the annual budget. In consideration of the Program Services Fee, Catholic Charities shall be solely responsible for all staffing, management, and operation for the Program Services, as well as the purchase of equipment, materials, and supplies, related to the Program Services,

unless otherwise provided in this Agreement. The Program Services Fee shall be paid to Catholic Charities, on a monthly basis. Upon request from the Village, Catholic Charities shall provide any and all receipts associated with the expenses related to the Program Services. On an annual basis, the Village and Catholic Charities shall meet to review and approve the budget for the Program Services for the following year and to agree upon the amount of the Program Services Fee for that year. Catholic Charities and the Village will negotiate an increase in the Program Services Fee on an annual basis to remain in line with typical increases in the cost of living.

(b) Catholic Charities agrees that the ownership of any equipment, supplies, or materials that are provided by the Village for use in the Program Services shall be retained by the Village.

(c) Catholic Charities agrees to pay to the Village, on a quarterly basis, all revenues it receives from the operation of the Program Services for the previous quarter, except for revenues derived from federal programs operated by Catholic Charities under Title III.C.1 of the Older Americans Act.

5. **UTILITIES.** The Village agrees to provide heat, air conditioning, water and sewer services, pest control, refuse service, electricity, snow removal, janitorial service, major kitchen and dining equipment necessary for the provision of the Program Services by Catholic Charities. Catholic Charities shall pay the cost of all telephones utilized in support of the Program Services and the Village shall reimburse Catholic Charities for such costs. Catholic Charities shall, at their expense, obtain all required health and sanitation permits.

6. **INSURANCE.** Catholic Charities shall obtain and maintain insurance, in form and amounts approved by the Village, for:

(a) Personal injury and other negligence claims which may arise against Catholic Charities, its officers, employees, or agents and arising out of the occupancy, operation, or use of the Premises by Catholic Charities, its officers, employees, or agents.

(b) Any special endorsements or Dram Shop insurance which may be required in connection with the provision of the Program Services by Catholic Charities on the Premises. Catholic Charities agrees to name the Village and the Owner as additional insured's under each policy. Catholic Charities shall provide the Village and the Owner with proof of each insurance policy prior to occupying the Premises.

(c) Property insurance for the materials, supplies, and equipment used in the operation of the Program Services in the Facility.

7. **INDEMNIFICATION.** (a) Catholic Charities hereby assumes entire responsibility and liability to all persons and to all property caused by or arising out of or connected with Catholic Charities' use or occupancy of the Facility during the term of this Agreement and any extension thereof, except to the extent such damage or injury relates to the use of the Facility or the Premises by the Village or the Owner or such judgment is a result of the Village's or the Owner's employees, agents, or contractors acts or omissions. To the fullest extent permitted by federal, state, and local laws, and regulations, Catholic Charities hereby agrees to indemnify, and hold the Village and its officers, employees, and agents harmless from and against all such claims, actions, suits, or proceedings, and further from and against any and all cost, loss, expense, liability, judgment, damage, or injury (including legal fees or disbursements) that the Village and its officers, employees, and agents may directly or indirectly sustain, suffer, or incur as a result thereof, except to the extent such relates to the use or maintenance of the Facility or the Premises by the Village or Owner or the Village's or Owner's employees, agents or contractors.

(b) Any damage occurring to the Premises resulting from Catholic Charities' use of the Premises shall be repaired by the Village or its contractors and, upon completion; the Village shall provide an itemized bill to Catholic Charities. Catholic Charities agrees to reimburse the Village within 30 days after receipt of the itemized bill.

8. **COOPERATION.** The Village agrees to cooperate and support Catholic Charities in its provision of the Program Services in the Facility. The Village acknowledges the autonomy of operation of the Program Services by Catholic Charities and shall not interfere with the provision of the Program Services in the Facility. The Village may inspect the Premises from time to time as the Village deems necessary and may have a representative in attendance in order to observe the development of activities and programs by Catholic Charities.

9. **DEFAULT.** (a) If Catholic Charities breaches or otherwise defaults in the performance or satisfaction of any of its obligations under this Agreement, the Village shall have the right, but not the obligation, to declare this Agreement terminated; provided, however, that no such termination shall take effect until:

- (i) 30 days after the Village delivers written notice to Catholic Charities stating with particularity the nature of Catholic Charities' breach or default; provided that Catholic Charities has not cured such breach or default within 30 days (or, for breaches or defaults that require more than 30 days to cure, Catholic Charities has not commenced actions needed to cure such breach or default and thereafter diligently pursued such cure to completion); or
- (ii) Such other time as may be specified in this Agreement for a particular breach or default; provided that Catholic Charities has not cured such breach or default within the time so specified.

Notwithstanding the foregoing, such termination shall be effective immediately upon delivery of notice to Catholic Charities if the well-being and safety of the Facility or the users thereof are in immediate and significant risk, and the notice expressly advises Catholic Charities of the conditions giving rise to such risk and the immediate effect of such termination notice.

(b) If the Village breaches or otherwise defaults in the performance or satisfaction of any of its obligations under this Agreement, Catholic Charities shall have the right, but not the obligation, to declare this Agreement terminated; provided, however, that no such termination shall take effect until:

- (i) 30 days after Catholic Charities delivers written notice to the Village stating with particularity the nature of the Village's breach or default; provided that the Village has not cured such breach or default within 30 days (or, for breaches or defaults that require more than 30 days to cure, the Village has not commenced actions needed to cure such breach or default and thereafter diligently pursued such cure to completion); or
- (ii) Such other time as may be specified in this Agreement for a particular breach or default; provided that the Village has not cured such breach or default within the time so specified.

10. **MEETINGS; REPORTS.** A representative of the Village and the Coordinator of Catholic Charities shall meet no less than once each six months to discuss the development of programs and activities and review any problems arising from the provision of the Program Services in the Facility. Either representative may call a meeting to discuss a specific problem at any time during normal business hours. Additionally, Catholic Charities shall provide to the Village on a quarterly basis a program/statistical report. Such report shall include a listing of the types of programs and services rendered during the previous quarter and statistics pertaining to participation in the Program Services.

15. **GENERAL PROVISIONS.**

(a) Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (i) when delivered in person and receipted for on a business day at the address set forth below; (ii) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (iii) when delivered to the address listed below by any courier service; or (iv) on the date of transmission, if transmitted by fax at the fax number listed below and deposited in the U. S. mail on the same day for delivery to the address listed below.

To the Village:

Mr. Michael J. Ellis
Village Manager
Village of Grayslake
10 S. Seymour Street
Grayslake, Illinois 60030
Fax: (847) 223-4821

with a copy to:

Victor P. Filippini, Jr.
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Fax: (312) 578-6666

To Catholic Charities:

Catholic Charities of the Archdiocese of Chicago
721 North LaSalle Street
Chicago, Illinois 60654
Fax: (312) 930-0425

(j) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of other provisions, covenants, agreements, or portions of this Agreement, which can be given effect without the invalid provision(s) or application(s), and to this end, the provisions, covenants, and agreements in this Agreement are declared to be severable.

Dated: March 17, 2014

Village of Grayslake

Catholic Charities of the Archdiocese of Chicago

By: 

By: 
Msgr. Michael M. Boland 1/23/2015
Administrator, President
and CEO

Title: Village Manager

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2014

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 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
Arthur J. Gallagher Risk Management Services, Inc.
PNP Division
Two Pierce Place
Itasca, IL 60143

CONTACT NAME:
PHONE (A/C No. Ext): 630-282-0837/0849 FAX (A/C No.): 847-240-6664
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792
INSURER B: PRINCETON EXCESS & SURPLUS LINES INS	10786
INSURER C: STATE NATL INS CO INC	12831
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Catholic Bishop of Chicago
A Corporation Sole
835 N. Rush St.
Chicago, IL 60611

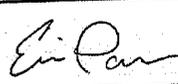
COVERAGES CERTIFICATE NUMBER: 41346642 REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BP1000914	07/01/14	07/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COM/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BP1000914	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		R2A3FF000002010	07/01/14	07/01/15	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	BP1000914 NDE0858984-1	07/01/14 07/01/14	07/01/15 07/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
If additional Insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO, 721 N. LASALLE STREET, CHICAGO, IL 60654
"PROOF OF INSURANCE"

ADDITIONAL INSURED: VILLAGE OF GRAYSLAKE

CERTIFICATE HOLDER	CANCELLATION
VILLAGE OF GRAYSLAKE 10 S. SEYMOUR STREET GRAYSLAKE, IL 60030 USA	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 

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