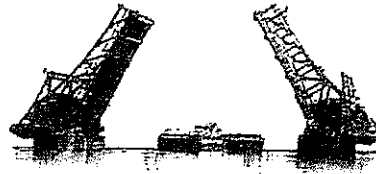


# JOLIET TOWNSHIP

GOVERNMENT



175 West Jefferson Street • Joliet, IL 60432 • Phone: 815-726-4781 • Fax: 815-726-4785 • www.joliettownship.net

## ORDINANCE NO. 401-2024

### ORDINANCE AUTHORIZING JOLIET TOWNSHIP TO ENTER INTO AND FOR THE TOWNSHIP SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN JOLIET TOWNSHIP AND WILL- GRUNDY MEDICAL CLINIC

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

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

**Section 2.** The Joliet Township Board of Trustees hereby approves the agreement set forth in the Agreement attached hereto as Exhibit A, authorizes Joliet Township to enter into such agreement, and authorizes the Township Supervisor to execute such agreement.

**Section 3. Severability.** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, but such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 4. Repealer.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

**Section 5. Effective Date.** This ordinance shall be in full force and effect immediately upon passage and approval by the Supervisor and Board of Trustees of Joliet Township, Will County, State of Illinois due to the urgent nature of this matter.

PASSED this 13<sup>th</sup> day of August, 2024

  
Estefany Bonilla, Deputy Township Clerk

APPROVED this 13<sup>th</sup> day of August, 2024

  
Alicia Morales, Supervisor

#### ROLL CALL VOTE:

Those Voting For: Trustees Arias, Edwards, Escutia, Slattery } Supervisor Morales

Those Voting Against: None

Those Not Voting:

Exhibit A

AGREEMENT

This Agreement is made and entered into by and between the **TOWNSHIP OF JOLIET** and the **WILL-GRUNDY MEDICAL CLINIC**.

WHEREAS, the **WILL-GRUNDY MEDICAL CLINIC** was created to provide medical services for indigent persons living in the Will and Grundy Counties; and,

WHEREAS, the **WILL-GRUNDY MEDICAL CLINIC** provides such services for a large amount of residents of **JOLIET TOWNSHIP**; and,

WHEREAS, one of the functions for which Township Government was created was to provide assistance to indigent persons, including medical care; and,

WHEREAS, it is the intent and purpose of **JOLIET TOWNSHIP** that the efforts of the **WILL-GRUNDY MEDICAL CLINIC** be encouraged and expanded.

NOW, THEREFORE, parties hereto agree as follows:

1. That **JOLIET TOWNSHIP** will provide to the **WILL-GRUNDY MEDICAL CLINIC** the sum of Ten Thousand and no/100 Dollars (\$10,000.00) per month for a period of twelve months.
2. The **WILL-GRUNDY MEDICAL CLINIC** will use such funds for the rendering of service through our Housing, Healthcare and Hope program and behavioral healthcare program including therapy and counseling and psychiatric services and medical assistance to indigent persons living in **JOLIET TOWNSHIP**.
3. That the **TOWNSHIP OF JOLIET** will refer indigent persons to the **WILL-GRUNDY MEDICAL CLINIC** for purposes of receiving medical care through the Clinic.
4. The **WILL-GRUNDY MEDICAL CLINIC** retains unto itself the right to treat or refuse such persons depending upon the Clinic's ability to adequately treat said persons, their screening as to whether or not the person is indigent, and the civility of the person seeking treatment.
5. That the services rendered by the **WILL-GRUNDY MEDICAL CLINIC** will be without regard to race, creed, sex, age, national origin or legal status.
6. That the **WILL-GRUNDY MEDICAL CLINIC** will provide a report to **JOLIET TOWNSHIP** as to the number of Joliet Township residents seen in the Clinic during the period and the number of Joliet Township residents referred to other doctors, clinics or hospitals for additional treatment.

7. That the parties hereto agree that **JOLIET TOWNSHIP** is in no way responsible for the level of care, or the treatment decisions made regarding the various Joliet Township residents seen by the Clinic or by the medical doctors or treating facilities to whom the residents might be referred.
8. That the Will-Grundy Medical Clinic will protect the privacy of persons treated as required by Federal and State of Illinois laws.
9. That this Agreement shall be in effect for twelve months, at which time the said contract and the services shall automatically renew for additional twelve-month terms on its anniversary date.
10. At any point, either party may terminate this Agreement for any reason by providing to the other party no less than 30-day written notice.
11. **WILL-GRUNDY MEDICAL CLINIC** hereby indemnifies **JOLIET TOWNSHIP** against and agrees to hold **JOLIET TOWNSHIP** harmless from any damages, expenses, liabilities, judgments, and losses, including reasonable attorneys' fees, arising from claims or suits arising out of any errors, acts, or omissions by **WILL-GRUNDY MEDICAL CLINIC** or any of its employees relating to this Agreement. **WILL-GRUNDY MEDICAL CLINIC** shall provide **JOLIET TOWNSHIP** with prompt written notice of any such claim or suit and shall cooperate fully with the defense.
12. **WILL-GRUNDY MEDICAL CLINIC** shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) or that amount of insurance required by the **WILL-GRUNDY MEDICAL CLINIC**, or its successor organization. **WILL-GRUNDY MEDICAL CLINIC** shall have the **JOLIET TOWNSHIP** listed as an additional insured on **WILL-GRUNDY MEDICAL CLINIC's** policy. **WILL-GRUNDY MEDICAL CLINIC** may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance **WILL-GRUNDY MEDICAL CLINIC** may maintain. Each insurance policy shall, to the extent obtainable, contain provisions that no act or negligence of **WILL-GRUNDY MEDICAL CLINIC**, or its or their contractors or subcontractors or their agents or employees, which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect validity or enforceability of such insurance insofar as **JOLIET TOWNSHIP** is concerned.
13. This agreement may be modified or amended only in writing and with the express written consent of both parties.
14. If any provision of this Agreement, or any portion thereof, is found to be invalid, illegal or unenforceable, under any applicable statute or rule of law, then such provisions or portion thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Entered into at Joliet, Will County, Illinois, this 13<sup>th</sup> day of August 2024.

**JOLIET TOWNSHIP**


By:   
ALICIA MORALES, SUPERVISOR

**ATTEST:**

  
ESTEFANY BONILLA, DEPUTY TOWN CLERK

**WILL-GRUNDY MEDICAL CLINIC**

By:   
CORPORATE PRESIDENT

  
CORPORATE SECRETARY