

VILLAGE OF DOWNERS GROVE
Report for the Village
12/1/2020

SUBJECT:	SUBMITTED BY:
Extension of Protected Self-Insurance for Property, Casualty and Excess Liability Coverage through 12/31/21 and Agreement with The Owens Group	Enza Petrarca Village Attorney

SYNOPSIS

A motion is requested for the renewal of the re-insurance for property, casualty, cyber, law enforcement, excess workers compensation, excess liability and attorneys professional liability coverage for the Village, effective 12/31/20 through 12/31/21.

A resolution has also been prepared authorizing execution of an agreement between the Village and The Owens Grove to provide insurance broker, risk management and loss control services.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Steward of Fiscal, Environmental and Neighborhood Sustainability*

FISCAL IMPACT

The FY21 Budget has sufficient funds in the Risk Management Fund for this program. The total premium fee is \$707,448. The fee for the insurance broker and risk management services provided by The Owens Group is \$30,000.

RECOMMENDATION

Approval on the December 1, 2020 consent agenda.

BACKGROUND

The Village of Downers Grove is self-insured for General Liability, Auto Liability and Workers Compensation with Self-Insured Retention (SIR) of \$1,000,000 for General/Auto Liability and a \$600,000/\$650,000 SIR for Workers Compensation. The Village also purchases Excess Liability, Property, Pollution, Law Enforcement, Public Officials, Crime, and Cyber Liability policies.

The following table summarizes the types of coverages, and the outgoing and proposed carriers and premiums.

Coverage	Expiring Carrier	Expired Premium 2020	Proposed Carrier	Proposed Premium 2021	% Change
General Liability (includes TRIA)	Safety National	\$19,840	Argonaut	\$25,713	+29%
Auto Liability	Safety National	\$28,387	Argonaut	\$46,435	+64%
Auto Physical Damage	Safety National	\$15,600	Argonaut	\$21,233	+36%
Law Enforcement Liability	Safety National	\$19,968	Argonaut	\$40,506	+103%
Public Officials and Employment Practices	Safety National	\$23,633	Argonaut	\$43,654	+84%
Property	Chubb Group	\$71,430	Chubb Group	\$82,007	+18%
Pollution	ACE	\$11,548	ACE	\$12,112	+5%
Crime and Cyber	Travelers	\$33,180	Travelers	\$38,726	+17%
Lead Excess (\$8MM XS \$2MM)*	Safety National*	\$48,925	N/A*		
1 st Layer Excess	Berkley	\$42,420	Berkley	\$65,650	+55%
2 nd Layer Excess (\$10M XS \$10M)	Allied Public Risk	\$51,135	Allied Public Risk	\$61,393	+20%
3 rd Layer Excess (\$15M XS \$10M)	Markel	\$35,564	Markel	\$26,250	-26%
Workers' Compensation	Safety National	\$196,331	Safety National	\$243,769	+24%
Corporate Counsel Professional Liability	Zurich	\$4,936	Zurich	\$4,936	0%
Total		\$602,897		\$712,384	+18%

*Argonaut's program includes \$10MM in primary coverages. Expiring program has \$2MM Primary with \$8MM Lead Excess with Safety National.

Marketing

Safety National has written the Excess Workers Compensation coverage for the Village for over 15 years. Safety National has also insured the Package policies inclusive of the Public Officials and Law Enforcement liability coverage since 2017. Initially, a two-year rate guarantee with Safety National was sought. Unfortunately, events throughout the country this year have had a severe impact on the insurance renewals. Numerous companies were contacted for quotes. On the primary coverages, Safety National offered terms with a premium increase of 60% and reduced limits for Law Enforcement Liability. Safety National is on risk for most of the municipalities that have had incidents across the nation.

Of all the carriers that were approached, only Argonaut offered the primary limits required for under \$200,000 in premium. Most carriers now have a \$250,000 premium minimum for municipalities. For context, the Village's primary liability premium last year was \$158,377. Argonaut's proposed terms are 12% higher than

Safety National's expiring premium. However, Argonaut is 31% lower than the terms Safety National offered the Village for the upcoming year.

The Excess Liability market is just as volatile with soaring rate increases. Over ten carriers were approached for terms, with Allied Public Risk, Markel and Berkley offering the best terms with a 7% increase. Overall, the Village's insurance costs are 18% higher than those that are expiring. This is in line with what has been seen in the current insurance market.

The Village maintains Corporate Counsel professional liability coverage placed with Zurich. This coverage is placed separately from the package lines.

All policies will have effective dates of 12-31-20 through 12-31-21.

Risk Management & Loss Control

The Village has a very strong Risk Management and Loss Control program. Working in coordination with Underwriters Safety & Clams (Third Party Claims Administrators), Safety National and The Owens Group (Broker), the Village's Risk Management program has seen vast improvements in employee safety, claims reporting, mitigation and reduction as well as on-site training. As such, staff is recommending a three-year extension of an agreement for broker services, risk management and loss control services with The Owens Group.

Argonaut is very impressed with the Village's efforts, including tracking and monitoring of claims utilizing aggressive claims management, tracking safety statistics, implementation of tighter controls in all departments, continual participation with CALEA, driver training, the flood mitigation program, and the DRIVE CAM Program.

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE OWENS GROUP AND
THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Owens Group (the "Broker"), to provide insurance broker, risk management and loss control services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AGREEMENT BETWEEN THE OWENS GROUP
AND THE VILLAGE OF DOWNERS GROVE**

This Agreement is made this ____ day of _____ 2020, by and between The Owens Group ("the Broker" or "We" or "Us") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("the Village" or "You" or "Client").

WHEREAS, the Village wishes to retain the services of the Broker to provide insurance broker, risk management and loss control services; and

WHEREAS, the Broker is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Nature and Scope of Services

We deliver services based on the information You give Us or which is given to Us expressly on Your behalf. In preparation for placing or renewing Your insurance coverage, We will consult with You regarding insurance market conditions, the insurers We suggest be approached, Our recommended program options to pursue, and Our marketing strategy on Your behalf. By the conclusion of the marketing process, We will provide You with written information regarding the coverage details, policy terms and conditions provided by the markets.

We will assist You in gathering and preparing the underwriting information and completing insurance applications. We rely on You for the accuracy and completeness of any information You or anyone else provides to Us on Your behalf. We will also rely on You to provide Us promptly with the information needed to deliver the services and to update any information provided where there has been a material change to that information that may affect the scope of delivery of the services, such as the nature of the risk, the insured entities, property values and descriptions of persons to be covered. Applications requiring signature will be signed by You.

We will obtain Your instructions to Us to bind specific programs based on the program proposal We provide. We expect You to carefully review all documents We give You, including binders, policies and endorsements, and to advise Us immediately if You detect any mistakes or believe the contents do not address Your needs or instructions.

The Broker shall provide the following services to the Village:

- a. Professionally staff the Village's account to assess the Village's insurance needs continuously and provide recommendations regarding appropriate types of insurance and levels of coverage for the Village, the levels of deductible and/or self insured retentions for each policy to provide the best balance of risk limitation and market competitive premiums, and such other factors as We recommend.

- b. Represent the Village, as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance and risk management matters.
- c. Assist Village staff in settling claims or grievances relating to liability issues. Assist the Village with risk management program administration and provide advice and guidance on new laws, regulations and procedures in insurance and risk management administration.
- d. Notify the Legal Department of invoicing of premiums for all outstanding policies to avoid policy lapses.
- e. Meet with appropriate Village staff, at minimum semi-annually, to review the outstanding coverage for the Village to evaluate appropriate levels of insurance and notify the Legal Department of relevant new developments in the industry or markets generally that affect the Village or that impact the insurance coverage or policies sought by the Village.
- f. Upon request, attend Village meetings, insurance committee meetings, budget meetings, quarterly claims reviews and executive safety committee meetings.
- g. Provide a schedule of policies in force, the coverage amounts, deductible and retention amounts, and premiums paid, for each policy to serve as a desk reference.
- h. Be reasonably available to the Village and its staff to address questions related to your Insurance Program Services and to provide Certificates of Insurance requests.
- i. Provide training, stewardship reports, inspections, risk management and loss prevention services and other services related to the insurance coverage and risk management program as the Village may reasonably request.
- j. Provide Insurance Program Services, which include but are not limited to: marketing and maintenance of insurance coverage; servicing of insurance policies, checking policy wording and accuracy and answering coverage questions; ongoing analysis of the Village's insurance policies; ongoing analysis of insurance market conditions and recommendations; loss control services and assistance in developing training programs aimed at controlling losses; establish insurable values; development of premium estimates and recommendations regarding levels of reserves for budget purposes; meet as needed to discuss and resolve insurance/risk management/claims handling matters in a timely manner; provide annual stewardship report to the Village summarizing insurance/risk management services that have been provided, current program/costs, market conditions and recommendations, strategic planning and implementation; protect the Village's interest in the partnership without any conflict of interest with insurance carrier(s) or Broker's parent companies or subcontractors; assist the Village in confidential negotiations with the carrier(s) on coverage, insurable risks, claim reconciliation and related matters. Risk Management Services

involve coordinating compliance matters related to finances, operation manuals and executive training sessions.

Activity	Timeline
Provide Risk Management Resources	Ongoing
Loss Control Training – on site & Web	Monthly (Web based) ; Quarterly On- site
On site safety consultant	Once per month
Assist with Accident Evaluations	Monthly as needed
Claims Management Advice	Ongoing
Safety Compliance Audits	Monthly
JSA Review and Development	As needed – ongoing
OSHA 10 Hour Refresher & New Hire	Annually
Executive Safety Performance Reports	Monthly

Please note that when Broker provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client's request, such language must be reviewed by the Village's legal counsel before You act based upon Our work. We do not and cannot provide legal advice as to whether the Client's insurance program covers legal obligations contained in the Client's contracts, leases, or other legal documents. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Broker are of a legal nature and We shall not give legal opinions or provide legal advice or representations.

Any loss control services, summaries and/or surveys performed by Broker are advisory in nature and are for the sole purpose of assisting the Village in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

II. Client Responsibilities

We will deliver the Services based upon the information that You and Your representatives provide. The Client is responsible for the accuracy and completeness of the information and Broker accepts no responsibility arising from the Client's failure to provide such information to Broker. Broker must receive promptly the information to deliver the Services as well as the Client's prompt updates to any information where there has been a material change which may

affect the scope or delivery of the Services.

Unless We have a specific signed agreement with You to the contrary, it is the Village's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. While We may assist You with notice or discussions with insurers, we can assume no duty or responsibility with respect to such notifications or monitoring the Client's obligation to place insurers on notice unless undertaken in a separate written agreement. The Village may send copies of such notices to members of Our staff for informational purposes only, but the receipt of such notice by Broker shall not create additional duties or obligations owed by Us to the You nor constitute notice to Your insurers.

III. Term of Agreement

This Agreement shall have a term of three (3) years beginning on December 31, 2020 and ending on December 31, 2023.

In the event of the Broker's nonperformance or breach of any material terms of the Agreement, the Village will provide sixty (60) days written notice of termination for cause, specifically identifying any nonperformance or material breach. Upon receipt of such notice, Broker shall have thirty (30) days to cure. If at the end of the cure period the parties disagree as to whether Broker has cured the nonperformance or material breach, the Village may terminate this Agreement. In the event, the Village terminates this Agreement early with cause, the annual fee will be prorated and paid based on the number of months services have already been provided by the Broker.

If the Village determines to terminate without cause for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's sixty (60) days written notice to the Broker. In the event, the Village terminates this Agreement early without cause, the annual fee for the year of termination will be due and payable in its entirety. The parties acknowledge that this is a reasonable estimation of the financial impact of unilateral termination on Broker, and is a proper amount for liquidated damages, and not a penalty.

IV. Compensation

A. Basic Fees:

The Village will pay to the Broker a flat fee for Insurance program analysis, placement, administration, risk management and loss control services. The Village shall pay the Broker an annual fee of \$30,000 for Year One of this Agreement. Village commits to consider and increase in the flat fee to \$35,000 and \$40,000 in Years Two and Three respectively in recognition of performance. No other payment terms or conditions apply. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Broker within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Broker within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Broker requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

V. General Terms and Conditions

A. Relationship Between the Broker and the Village

The relationship between the Village and the Broker is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Broker's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Broker may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Broker agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Broker's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Broker in its efforts to comply with such Act and Rules and Regulations, the Broker will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed.

C. Sexual Harassment

Broker, as a party to a public contract, certifies and agrees that it has a written sexual harassment policy and provides employee training which:

1. Acknowledges the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Broker or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Broker, as party to a public contract, certifies and agrees that it will provide a drug free

workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Broker's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Broker's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Broker, its employees and agents, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a
7VD8893

condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Broker shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Broker represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Broker further represents and warrants to the Village that the Broker and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Broker hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Broker acknowledges that the Freedom of Information Act may apply to public records in possession of the Broker. Broker shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Broker agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Broker that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by the Broker under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Broker fails to meet the foregoing standard, Broker will perform at its own cost, and
7VD8893

without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Broker's failure to comply with the above standard.

VI. Insurance, Indemnification of the Village & Limitation of Liability

A. Insurance

The Broker shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Broker from the types of claims set forth below which may arise out of or result from the Broker's operations under this Contract and for which the Broker may legally liable:

1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
2. Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Broker's employees;
3. Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Broker's employees;
4. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Broker, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for damages as a result of professional or any other type of negligent action by the Broker or failure to properly perform services under the scope of the agreement between the Broker and the Village.

The Broker shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Broker shall provide the Village with certificates of insurance

naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. Indemnification

The Broker shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any negligence or from the reckless or willful misconduct of the Broker, its employees, agents or subcontractors under this Agreement. The Broker shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Broker shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Broker to indemnify the Village for its own negligence.

C. Mutual Limited Waiver of Liability

Neither party to this Agreement shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Broker or its affiliates.

VII. Miscellaneous Provisions

A. Governing Law and Venue

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois. Venue is proper only in the County of DuPage.

B. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

C. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular

instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

D. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

E. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

F. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

The Owens Group
19 S. LaSalle St.
Suite 500
Chicago, IL 60603

H. Village Ordinances

The Broker will comply with all lawful ordinances of the Village of Downers Grove.

I. Confidentiality

Broker takes client confidentiality seriously. We have established controls to protect Your information and confidential data. The Client acknowledges and agrees that the work products provided by Us are not to be distributed, used or relied upon by third parties without the written consent of both Broker and the Client, except as may be required by Your legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

J. Use of Village's Name

Unless otherwise instructed by the Client, We will use the Client's logo, pictures, and other publicly available information for internal purposes only.

We will not use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

K. Jury Waiver

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Agreement or any services provided to the Client by Broker or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

The Owens Group

Village of Downers Grove

By: 
William Owens

By: _____

Title: President

Title: _____

Date: 3 NOVEMBER 2020

Date: _____

**Exhibit A
Campaign Disclosure Certificate**


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Broker agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Broker has not contributed to any elected Village position within the last five (5) years.


Signature

WILLIAM H. DUENS III
Print Name

Broker has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name