

COUNTY OF DuPAGE, ILLINOIS
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT (“Agreement”) is effective as of the 1st, September 2024 and is entered into by and between the County of DuPage, a body politic and corporate (“County”) and Meghan Butcher, an Independent Contractor (“Individual”).

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing September 1, 2024 and continuing through August 31, 2025 unless terminated sooner as provided herein.
3. **Scope of Services: Individual** agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon (“Services”), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall be based on an hourly rate of \$26.00 for time that employee is working plus mileage at the current County reimbursement rate, with total reimbursements not to exceed \$22,000.00. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Individual shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. The County will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
6. **Events of Default and Remedies.**
 - 6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made

COUNTY OF DuPAGE, ILLINOIS

by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

- 6.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
7. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.
8. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.
9. **Confidentiality and Ownership of Documents.**
- 9.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
- 9.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.
10. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 10.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

COUNTY OF DuPAGE, ILLINOIS

- 10.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 10.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 10.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.
11. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is 619-60-3438.
12. **Indemnification:** Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act. Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
13. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County's sole option the right to declare Individual in default under this Agreement.
14. **Insurance.**
At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

COUNTY OF DuPAGE, ILLINOIS

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Illinois
2. Employer's Liability	
A. Each Accident	100,000.00
B. Each Employee - Disease	100,000.00
C. Policy Aggregate - Disease	500,000.00
3. Commercial General Liability	
A. General Aggregate – Per Project	1,000,000.00
B. General Aggregate – Products/ Completed Operations	1,000,000.00
C. Personal and Advertising	1,000,000.00
D. Each Occurrence	1,000,000.00
E. Fire Legal Liability (any one fire)	50,000.00
F. Medical Expense (any one person)	5,000.00
4. Business Auto Liability	1,000,000.00
5. Umbrella Excess Liability (over primary)	2,000,000.00
Retention for Self-Insured Hazards (each occurrence)	5,000.00
6. Professional Errors & Omissions	1,000,000.00

- NOTE: A) It is the responsibility of Contractor to provide a copy of this Agreement to their insurance carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by owner prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Certificates should be faxed (send hard copy via mail) to:

DuPage County Purchasing Division
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6200
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

In the event the County waives the insurance requirement of this Agreement, the box below shall be checked, and the individual shall by signature, indicate agreement with Sections 14.1 and 14.2.

- The County hereby waives the insurance requirements covered under Section 14 of this agreement and the Individual agrees to the following conditions:*

- 14.1 *Automobile Insurance.* *If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.*
- 14.2 *Waiver.* *In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability*

Copy to: Purchasing Manager
DuPage County Purchasing Division
421 North County Farm Road
Wheaton, IL 60187-3978

IF TO INDIVIDUAL: Meghan Butcher,

16. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
18. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
19. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

Meghan Butcher

By:

By:

Signature on File

SIGNATURE

SIGNATURE

Mary A. Keating

Title: Director of Community Services