

PROFESSIONAL SERVICES FOR DUPAGE COUNTY

This Agreement for Professional Services ("Agreement") is between the County of DuPage ("County"), located at 421 N. County Farm Road, Wheaton, Illinois 60187, and The Salem Group ("Vendor"), whose principal business address is 2 Trans Am Plaza Drive #170, Oakbrook Terrace, Illinois 60181.

SECTION 1. AGREEMENT DOCUMENTS

This Agreement, together with Exhibit A: Scope of Work – Workforce Development Services, constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, or agreements, whether written or oral, relating to the subject matter hereof.

In the event of any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control unless expressly stated otherwise.

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for four additional one-year periods. At the end of any contract term, DuPage County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

SECTION 4. AGREEMENT PRICE

The County shall pay the Vendor the agreed hourly rate for each placed employee, plus an administrative fee pursuant to the table below:

Position Type	Administrative Fee
Work Experience, Internship, Training	28.5%

Firm Fixed Administrative Fee. The Vendor's administrative fee shall remain fixed for the full term of the Agreement, including any renewals or extensions.

Employee Pay Rate Adjustments. Employee pay rates may be increased for long-term assignments with the County's prior written approval. A long-term assignment shall mean a continuous period of twelve (12) months performed by the same employee.

No Guaranteed Volume or Minimum Commitment. All services shall be provided on an as-needed basis at the sole discretion of the County.

Invoicing. The Vendor shall submit a separate invoice for each individual placement.

SECTION 5. INVOICES & PAYMENT

- A. Vendor shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Vendor shall permit a representative from DuPage County to inspect and audit relevant records related to the services performed under this Agreement. Vendor shall make such records available at reasonable times during the Agreement period and for one (1) year after the end of the Agreement.
- B. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- C. Other than the timeframe for payments related to the end of DuPage County's fiscal year, DuPage County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Vendor must submit all invoices to DuPage County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Vendor to invoice the County in the timeframes noted in this section shall constitute the Vendor's waiver of the Vendor's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within ten (10) business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Vendor shall nevertheless continue to render performance under this Agreement in accordance with its unmodified terms and conditions. All Modifications shall comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.

Modifications that involve or increase the amounts payable by the County may require execution by the County Procurement Officer (or Purchasing Agent, as applicable). Some increases may also require approval by the County Board. In cases where the Procurement Officer's or Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by the County after ten (10) days if the County's Project Manager has indicated in writing within the ten (10) day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the intentionally wrongful, reckless, or negligent acts or omissions of Vendor and its employees, executives, agents, and subcontractors in the performance of this Contract, including, but not limited to, any claims that may be made by the employees, etc. themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) where applicable. DuPage County shall provide notice to Vendor promptly of any such claim, suit, or proceeding, and will assist Vendor, at Vendor's expense, in defending any such claim, suit, or proceeding. Such indemnity shall be limited to Vendor's total cumulative amount(s) of insurance coverage required under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Vendor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

SECTION 8. INSURANCE

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Vendor's projects away from premises owned or rented to the Vendor.

Excess/ Umbrella Liability

The Vendor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance shall be no less than the following minimum: \$ 9,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to 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. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Vendor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Vendor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. The policy shall include an "Alternate Employer" endorsement naming the County of DuPage.

Employers Liability

Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Vendor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Professional Liability – Errors and Omissions

The Engineers/Architects/Vendors for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per incident

\$ 2,000,000 in the aggregate

Coverage shall be provided for up to four (4) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by DuPage County's risk manager, taking into account the nature of the work and other factors relevant to DuPage County's exposure, if any, under this agreement.

Liability Insurance Conditions

Vendor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Vendor's insurance shall be primary & non-contributory over DuPage County's insurance in the event of a claim.
- c) Vendor agrees that with respect to the above required insurance, DuPage County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Vendors who have multiple projects with the County.
- d) DuPage County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above

required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

DuPage County Procurement Services Division
421 N. County Farm Road
Wheaton, Illinois 60187

Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to procurement@dupagecountyil.gov in place of hard copies.

Failure to Comply: In the event the Vendor fails to obtain or maintain any insurance coverage required under this agreement, DuPage County may purchase such insurance coverage and charge the expense to the Vendor.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Vendor will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Vendor and its employees must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Vendor shall submit copies of the required licenses or certifications upon the County's request. Vendor shall promptly notify County in writing of any citation Vendor receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Vendor shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Vendor, or be otherwise unable to perform the functions assigned to them, Vendor shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

DuPage County shall have the right to request that Vendor replace Key Employees from the project by setting forth in writing the grounds for the request. Vendor shall have a reasonable time period in which to address the grounds or make a substitution.

Vendor shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Vendor agrees to notify DuPage County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Vendor from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

Disputes shall follow DuPage County procurement dispute procedures as applicable.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION 14. NOTICES

Vendor:

Jon Keil
2 Trans Am Plaza Dr #170
Oakbrook Terrace, IL 60181
jonkeil@salem-inc.com

County:

DuPage County Procurement Services Division
421 N. County Farm Road
Wheaton, Illinois 60187
procurement@dupagecountyil.gov

SECTION 15. ASSIGNMENT

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If DuPage County agrees that the Vendor may assign, delegate, or subcontract the work under this Agreement, Vendor shall remain contractually liable to DuPage County unless otherwise agreed in writing.

SECTION 16. TERMINATION

DuPage County reserves the right to terminate this Agreement as set forth below. Vendor shall also have the right to terminate this Agreement as expressly provided herein.

a. Termination for Convenience:

DuPage County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days' written notice. In the event of such termination, Vendor shall be entitled to receive payment from DuPage County for all work completed through the effective date of termination in accordance with the terms and conditions of this Agreement.

Vendor may terminate this Agreement for convenience upon thirty (30) days' prior written notice to DuPage County; provided, however, that Vendor shall continue to perform during the notice period and cooperate in an orderly transition of services.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Vendor's material breach, DuPage County shall be entitled to procure substitute services and charge Vendor for any additional costs incurred, including reasonable attorneys' fees and expenses, notwithstanding any limitation of damages provisions contained elsewhere in this Agreement.

In the event that DuPage County materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice from Vendor specifying the nature of the breach, Vendor may terminate this Agreement upon written notice and shall be entitled to payment for all services performed through the effective date of termination.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the DuPage County Board to continue the services under this Agreement, then DuPage County may terminate this Agreement. DuPage County agrees to provide written notice of termination to Vendor at least thirty (30) days prior to the end of the last fiscal year for which appropriations were made.

DuPage County shall remit payment for all work completed and approved or accepted by the County through the effective date of termination. Termination under this subsection shall not entitle Vendor to any additional contractual damages.

d. Termination Due to Force Majeure Events

(i) If a Force Majeure Event prevents a party from complying with one or more obligations under this Agreement, such noncompliance shall not constitute a breach provided that: (1) the affected party uses reasonable efforts to perform such obligations; (2) the inability to perform is not due to the party's failure to take reasonable preventative measures or maintain a reasonable contingency plan; and (3) the party complies with its obligations under subsection (iii) below.

(ii) For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that is beyond the reasonable control of that party and not caused by that party, including any consequences thereof.

(iii) If a Force Majeure Event occurs, the affected party shall promptly notify the other party of the event. Either party may terminate this Agreement if the Force Majeure Event continues for a period that materially impacts performance, with payment due only for services performed prior to the effective date of termination.

SECTION 17. APPLICABILITY OF SUNSHINE LAWS

Both parties acknowledge that Vendor's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Vendor agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Vendor pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations, shall be the property of DuPage County. Vendor shall deliver the work product to DuPage County upon completion of Vendor's work, or termination of the Agreement, whichever comes first. Vendor may retain copies of such work product for its records; however, Vendor may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of DuPage County.

SECTION 19. PRESS RELEASES

Vendor may not issue any press or news releases regarding this Agreement without prior approval from DuPage County. Vendor shall provide notice to DuPage County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

DuPage County's applicable procurement ordinances and policies govern the County's authority and decision to debar or suspend a vendor.

The Vendor certifies to the best of its knowledge and belief that the Vendor:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Vendor agrees that, during the term of this Agreement, Vendor shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Vendor has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final

determination that the matter adversely affects Vendor's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Vendor agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375.

SECTION 22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases by other governmental units, as authorized by the Governmental Joint Purchasing Act (the "Act").

All purchases and payments made under the Act shall be made directly by and between each participating governmental unit and the Vendor. The Vendor agrees that DuPage County shall not be responsible or liable in any way for purchase orders, payments, or contractual obligations made by other governmental units.

The Vendor further agrees that all terms and conditions of this Agreement shall remain in full force and effect with respect to such other governmental units for the duration of their participation. The credit and liability of each governmental unit shall remain separate and distinct. Any disputes between the Vendor and another governmental unit shall be resolved solely between those parties and shall not involve DuPage County.

The Vendor and participating governmental units may negotiate such additional or supplemental terms and conditions to this Agreement ("Other Terms") as may be required for specific projects. To be effective, such Other Terms must be set forth in writing and executed by duly authorized representatives of both the Vendor and the applicable governmental unit. Any such Other Terms shall not modify or supersede this Agreement unless DuPage County expressly agrees to such modification in writing.

The Vendor shall provide participating governmental units with all required documentation set forth in this Agreement, including but not limited to performance and payment bonds (if applicable), certificates of insurance naming the respective governmental unit as an additional insured, and certified payrolls, as required.

SIGNATURES

COUNTY OF DUPAGE

By: _____

Date: _____

THE SALEM GROUP

By: _____

Date: _____

EXHIBIT A

Scope of Work – Workforce Development Services

1. Work Experience, Internships, and Training Placements

Vendor shall partner with DuPage County Workforce Development (“DCWD”) to provide paid work experience, internship, and training opportunities for eligible participants.

Work experience placements are structured, time-limited opportunities designed to support career exploration, skill development, and work readiness. Assignments shall be administered in accordance with applicable federal and state workforce development requirements, including the Workforce Innovation and Opportunity Act (WIOA), and any applicable Illinois program guidelines.

Participants placed in Work Experience, Internship, or Training classifications may be exempt from Vendor-provided benefits, including holiday pay and paid leave, to the extent permitted by applicable law and program requirements.

Each participant shall execute a written agreement outlining the terms and conditions of participation, consistent with DCWD program requirements.

2. Paid Internships / Work-Based Learning

Vendor shall support paid internships and work-based learning opportunities as directed by DuPage County Workforce Development. Compensation and assignment structure shall align with applicable program requirements and funding guidelines.

3. Cancellations

DuPage County reserves the right to cancel or modify placement requests based on program needs, funding availability, or participant eligibility. Vendor shall make reasonable efforts to accommodate such changes.

4. Assignment End

DuPage County may end an assignment based on program completion, funding limitations, or participant performance. Vendor shall take appropriate action upon notification from the County, including timely communication with the participant.

5. Staffing Management and Support

Vendor shall serve as the employer of record for individuals assigned under this Agreement and shall be responsible for:

- Administration of payroll, including payment of all applicable taxes and withholdings
- Provision of workers' compensation coverage, unemployment insurance, and any legally required benefits
- Compliance with all applicable federal, state, and local wage and hour laws

Vendor shall assign a designated point of contact to support DuPage County Workforce Development ("DCWD") and coordinate program-related activities, including onboarding, assignment management, and issue resolution.