



PRO STAFFING, INC

Michael J. Benard
ARROWHEAD GOLF CLUB
WHEATON PARK DISTRICT
26W151 BUTTERFIELD RD
WHEATON, IL 60189

Per our conversation **Pro Staffing Inc.** will provide specialized sourcing, recruiting, on a temporary, Temp to Hire, Direct Hire basis and also Payroll Services to **ARROWHEAD GOLF CLUB**.

Our commitment to you as follows:

- **Pro Staffing Inc.** employs qualified candidates without regard to race, color, religion, national origin, sex, sexual orientation, age or physical handicap.
- Our fees and bill rates cover the following expenses: employee's payroll; all Federal, State and Local payroll Taxes; Workers' compensation; unemployment insurance; E-verify; interviewing and testing applicant; reference checks; recruiting and advertising cost.
- **Pro Staffing Inc.** will provide General and Umbrella Liability Insurance.
- We shall submit our candidates to **ARROWHEAD GOLF CLUB**, for temporary assignments. In exchange for our services **ARROWHEAD GOLF CLUB** agree to pay us in accordance with our schedule of hourly bill rate for temporary employees and a flat fee for Direct Hire placements as outlined below.
- Any changes in job duties from those for which our employee was initially placed must be agreed upon in writing. If you make a change without our written consent you then agree to reimburse us for any additional cost we may incur including, without limitation, the increased cost of insurance premiums for workers' compensation coverage.
- **Pro Staffing Inc.** will bill **ARROWHEAD GOLF CLUB** at least four hours for each day on which the employee reports for work under general or specific instructions but is given no work or is given less than four hours of work.
- You warrant that the signature on the time card, fax, time ticket, or e-mail certifies that the hours worked are correct and acceptable for billing purpose, and that the work was performed in a satisfactory manner. If our candidate referred to **ARROWHEAD GOLF CLUB** and is not hired, but refer the candidate to another division of your company resulting in the candidate hiring, you are liable for the fee.
- Should you decide to hire or contract any of a **Pro Staffing Inc.** employees that was placed at **ARROWHEAD GOLF CLUB** through **Pro Staffing Inc.** or interviewed as result of a **Pro Staffing Inc.** recruiters' effort and do so without our written consent, you agree even if the person was referred to a position by another agency, to pay us a placement fee equal to 25% of the year salary effective as of the date of your hiring contract. This obligation continues for 365 days from the day we presented the candidate, or the last day the employee was on our payroll.
- There will be no fees if the employee is hired after **750** working hours.
- Per our conversation if you find the Diamond employee and you want to hire him or her, you need be approved by **Pro Staffing, Inc.** and there will be no fee.
- The remaining from **750** working hours will be voided for an employee per authorization in writing by **Pro Staffing Inc.**

Temp to Hire:

DISHWASHERS PAY \$12 BILL RATE \$16.97

COOKS PAY \$15 BILL RATE \$21.50

Terms and Conditions:

- Payment is due upon received of invoice. Direct Hire placement invoice are submitted on the start date of the candidate.
- Temporary and consulting services are processed weekly and are generated from the employee's time card or Email. If it becomes necessary to file suit for collection purposes, attorney's fees shall be paid to the prevailing party. Any amount not paid within 30 days of the due date shall be subject to a finance charge of 2.5% per month or (18% per annum)

Sign:

Michael J. Benard
Executive Director
WHEATON PARK DISTRICT

Date:

10-25-19

Sign:

Flor Sims
Pro Staffing Inc.

Date:

10/24/2019

ADDENDUM

This Addendum ("Addendum") is made to that particular Service Agreement (the "Agreement") by and between Pro Staffing Service, Inc., an Illinois corporation ("Pro Staffing"), and Wheaton Park District, an Illinois park district (the "District" or "Arrowhead Golf Club"). This Addendum modifies and supplements the Agreement. In the event of any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

- A. **Bullet Point 1:** The following language shall be added at the end of Bullet Point 1 of the Agreement as follows:

"Pro Staffing is a workforce solutions provider engaged in the business of sourcing, recruiting and placing its employees ("Employees" or "Candidates") to perform dishwashing and cooking services on a temporary, Temp to Hire and Direct Hire basis. Pro Staffing will perform background checks in accordance with Section 8-23 of the Park District Code, 70 ILCS 1205/8-23."

- B. **Bullet Point 2:** The following language shall be added at the end of Bullet Point 2 of the Agreement as follows:

"Notwithstanding any other provision herein, Pro Staffing will pay wages to Employees in accordance with applicable state and federal laws governing Employees' wages and hours. Further, Pro Staffing will make all required withholdings for payroll and income taxes from Employees' wages and will pay Employees compensation insurance premiums and unemployment taxes. Pro Staffing will require Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by the District."

- C. **Bullet Point 4:** The first sentence of Bullet Point 4 of the Agreement is revised to read as follows:

"Any material changes in job duties from those which Pro Staffing's Employee was initially placed must be agreed upon in writing by both parties."

- D. **Bullet Point 4:** The last sentence of Bullet Point 4 of the Agreement is stricken in its entirety.

- E. **Bullet Point 5:** Bullet Point 5 of the Agreement is stricken in its entirety.

- F. **Bullet Point 6:** The first sentence of Bullet Point 6 of the Agreement is stricken in its entirety and replaced as follows:

"The District shall be responsible for the collection and submission of all hours worked by Employees. Before submitting an Employee's hours for billing purposes, the District must first certify that the Employee's hours are correct and acceptable, and that the work was performed in a satisfactory manner."

- G. **Bullet Point 7:** Bullet Point 7 of the Agreement is stricken in its entirety.

Terms and Conditions

- H. **Bullet Point 1 (Terms and Conditions):** Bullet Point 1 of the Agreement's Terms and Conditions is revised to read as follows:

"Payment of all invoices, and any late payment penalties, shall be governed by the applicable provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Direct Hire placement invoices are submitted on the Candidate's start date."

- I. **Bullet Point 2 (Terms and Conditions):** The last sentence of Bullet Point 2 of the Agreement's Terms and Conditions is stricken in its entirety.

- J. Insert new Bullet Point 3 (Terms and Conditions). **Indemnification.**

"To the fullest extent permitted by law, Pro Staffing, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from Pro Staffing's actions or obligations under this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Pro Staffing, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Pro Staffing shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Pro Staffing's breach of its obligations under, or the Pro Staffing's default of, the provisions of this Agreement."

- K. Insert new Bullet Point 4 (Terms and Conditions). **Choice of Law; Venue.**

"This Agreement is governed by the laws of the State of Illinois without regard to any conflict of law principles. Pro Staffing and the District shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between them under or related to this Agreement. Any Dispute arising under this Agreement shall be commenced in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. In any Dispute arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation."

- L. Insert new Bullet Point 5 (Terms and Conditions). **Insurance.**

"Pro Staffing shall obtain insurance of the types and in the amounts listed below.

(1) **Commercial General and Umbrella Liability Insurance.** Pro Staffing shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written

on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

(2) Workers Compensation Insurance. Pro Staffing shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Pro Staffing waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Pro Staffing services.

(3) Evidence of Insurance. Prior to commencing services under this Agreement, Pro Staffing shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Pro Staffing's obligation to maintain such insurance. The District shall have the right, but not the obligation, of prohibiting Pro Staffing from entering the project site and commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District. Failure to maintain the required insurance may result in termination of this Agreement at the District's option. Pro Staffing shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

(4) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

(5) Cross-Liability Coverage. If Pro Staffing's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(6) Subcontractor. Pro Staffing shall cause each subcontractor employed by Pro Staffing to purchase and maintain insurance of the type specified above. When requested by the District, Pro Staffing shall furnish copies of certificates of insurance evidencing coverage for each subcontractor."

- M. Insert new Bullet Point 6 (Terms and Conditions). **No Waiver of Tort Immunity.**

"Nothing contained in this Agreement shall constitute a waiver by the District of any right, privilege or defense available to the District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.."

- N. Insert new Bullet Point 7 (Terms and Conditions). **Conflict of Interest.**

"Pro Staffing represents and certifies that, to the best of its knowledge, (1) no District employee or agent is interested in the business of Pro Staffing or this Agreement; (2) as of the date of this Agreement neither Pro Staffing nor any person employed or associated with Pro Staffing has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Pro Staffing nor any person employed by or associated with Pro Staffing shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement."

- O. Insert new Bullet Point 8 (Terms and Conditions). **No Collusion.**

"Pro Staffing represents and certifies that (1) Pro Staffing is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Pro Staffing is contesting, its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate revenue act; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 *et seq.*); (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the District prior to the execution of this Agreement; and (3) this Agreement is made by Pro Staffing without collusion with any other person, firm, or corporation. If at any time it shall be found that Pro Staffing has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Pro Staffing shall be liable to the District for all loss or damage that the District may suffer, and this Agreement shall, at the District's option, be null and void."

- P. Insert new Bullet Point 9 (Terms and Conditions). **Freedom of Information Act.**

"Pro Staffing agrees to furnish all documentation related to this Agreement, and any documentation related to the District required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) days after the District issues notice of such request to Pro Staffing. Pro Staffing agrees to defend, indemnify and hold harmless the District, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the District to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Pro Staffing's actual or alleged violation of the FOIA, or Pro Staffing's failure to furnish all documentation related to a request, within five (5) days after District issues notice of a request.

Furthermore, should Pro Staffing request that the District utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Pro Staffing agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court

of competent jurisdiction. Pro Staffing agrees to defend, indemnify and hold harmless the District, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Pro Staffing's request to utilize a lawful exemption to the District."

Q. Insert new Bullet Point 10 (Terms and Conditions). **Sexual Harassment Policy**

"Pro Staffing certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4)."

R. Insert new Bullet Point 11 (Terms and Conditions). **No Third-Party Beneficiaries.**

"No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than Pro Staffing shall be made, or be valid, against the District."

All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed to by the parties with respect to the subject matter hereof, and no other alleged communications or agreements between the parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below.

PRO STAFFING SERVICE, INC.,
an Illinois corporation

By: [Signature]
Its: Account Manager

WHEATON PARK DISTRICT

102 E. Wesley St.
Wheaton, IL 60187

By: [Signature]
Its: Executive Director

ATTEST: _____

Its: _____

Date: 10/16/2019

ATTEST: _____

Its: _____

Date: 10-23-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2019

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 have ADDITIONAL INSURED provisions or 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
Assurance Agency, Ltd.
20 North Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Carly Cunningham

PHONE (A/C, No, Ext): (312) 625-5888

FAX (A/C, No): (847) 440-9126

E-MAIL ADDRESS: ccunningham@assuranceagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Comp

27855

INSURER B : American Guarantee & Liab

26247

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Pro Staffing Inc.
121 S. Lincolnway St., Suite 101
North Aurora IL 60542

COVERAGES

CERTIFICATE NUMBER: 5687602

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PRA099148000	6/3/2019	6/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		UMB036987500	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod/Comp Ops \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project: Wheaton Park District / Arrowhead Golf Club

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District
102 E. Wesley St.
Wheaton IL 60187

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