

RH Customer Agreement for Temporary Services and Direct Hire Services

This RH Customer Agreement for Temporary Services and Direct Hire Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through the Division(s) ("RH"), to assist City of Aurora ("you" or "your") in meeting its staffing needs.

Part 1 - General

1.1 Definitions

"Division(s)" means the Robert Half Technology, division(s) of RH.

"Temporary Services" means the provision of services by the RH Assigned Individual to you.

"Direct Hire Services" means when RH conducts searches for candidates for direct hire by you.

"Services" means Temporary Services and Direct Hire Services, collectively.

"Assigned Individual" means the individual assigned to you by RH to perform Temporary Services.

1.2 Agreement Structure

Additional terms for Temporary Services are included in Exhibit A, which is attached to this Agreement. RH also provides additional terms for Temporary Services in documents called "Job Arrangement Letters," in the form attached as Exhibit B, which are also part of this Agreement. All transactions for Temporary Services under this Agreement will have a Job Arrangement Letter, which will be sent to you when RH provides Temporary Services to you. RH also provides additional terms for Direct Hire Services in documents called "Placement Letters," in the form attached as Exhibit C, which are also part of this Agreement. In order to initiate Temporary Services or Direct Hire Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Temporary Services or Direct Hire Services. If RH elects to provide the requested Services, RH will send you a Job Arrangement Letter or Placement Letter, as applicable.

You accept the terms in a Placement Letter by 1) using the Direct Hire Service, or allowing others to do so, or 2) making any payment for the Service.

You accept the terms in a Job Arrangement Letter by your approval of the RH Assigned Individual's weekly time sheet or electronic time card.

A Service becomes subject to this Agreement when RH accepts your order by 1) sending you a Job Arrangement Letter (or Placement Letter, as applicable), or 2) providing the Service.

This Agreement and its Job Arrangement Letter(s) and/or Placement Letter(s) are the complete agreement regarding these transactions, and replace any prior oral or written communications between RH and you regarding these transactions. If there is a conflict among the terms in the various documents, those of this Agreement prevail over any Job Arrangement Letter or Placement Letter.

This Agreement is only applicable to, and the only Robert Half International Inc. division and branch obligated under this Agreement is, the Robert Half Technology division of the branch located at 2 Mid America Plaza Suite 1000, Oakbrook Terrace, Illinois 60181.

1.3 Charges and Payments

Amounts for Temporary Services are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring RH's Assigned Individuals and the fees payable if a Assigned Individual works overtime, e.g., in excess of 40 hours per week. Charges for Direct Hire Services are due and payable as RH specifies in Section 3.2, below. You agree to pay accordingly, including any late payment fee. If any authority imposes a duty, tax, levy, or fee, excluding those based on RH's net income, upon any transaction under this Agreement, you agree to pay that amount as specified in an invoice or supply exemption documentation.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages.

Items for Which RH is Not Liable

Under no circumstances is RH liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

- a. Each party will maintain its own workers' compensation insurance, commercial liability insurance and employer's

liability insurance.

- b. RH will be responsible, to the extent applicable to Temporary Services, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Assigned Individuals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.7 Agreement Term

This Agreement will be effective as of the last date of signature and will continue until terminated as provided herein. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

1.8 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

1.9 Confidentiality

You agree to hold in confidence the identity of any RH Assigned Individual or direct hire candidate and their resume, social security number, and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.

1.10 Pre-Employment Screening

To the extent permitted by applicable law, for all Assigned Individuals and Direct Hire candidates selected for placement, RH will have a third party vendor (i) conduct a 5-panel urine drug screen, (ii) perform a Social Security Number Validation, (iii) perform a Social Security Number Trace, and (iv) perform a seven (7) year criminal background investigation for the professional for (a) all state felony convictions and pending felony charges and (b) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the professional has resided or worked within the U.S. in the last seven (7) years as stated on his or her application with RH. In addition, RH will have a third party vendor (A) perform a seven (7) year criminal background investigation by having the third party vendor perform a search of its private database of U.S. national criminal records searching for all felony convictions and misdemeanor convictions for crimes of dishonesty or violence, and (B) search the third party vendor's private database to confirm that the individual's name is not included on select debarment lists. You understand and agree that the third party vendor's database (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records and debarment lists and (iii) will not reveal or identify all criminal convictions or debarment listings. RH does not engage in any verification process other than the checks in this paragraph (e.g., RH does not administer a medical exam or conduct a credit check.). If you request a copy of the results of any checks conducted on RH's placed candidates or Assigned Individuals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Part 2 – Temporary Services

- 2.1 You agree that you are responsible for supervising RH's Assigned Individuals. You will not permit or require an RH Assigned Individual (i) to perform Temporary Services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management or creative decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to perform Temporary Services remotely (e.g., on premises other than your or your customer's premises), or to use computers or other electronic devices, software or network equipment owned or licensed by the Assigned Individual; or (vii) to operate machinery (other than office machines) or automotive equipment. Under no circumstances will you permit or require an Assigned Individual to have contact with minors.
- 2.2 You agree that you will provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any RH Assigned Individual assigned to you.
- 2.3 You agree that you are responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to any Services unless you have reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.
- 2.4 You agree that you are responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and

trade secret safeguards) for your company. You agree that you are fully responsible for, and that RH will not be responsible for any injuries, claims, damages or losses that may result from your failure to comply with the foregoing.

- 2.5 The Assigned Individual will execute any confidentiality agreement that you may require. You are responsible for obtaining the Assigned Individual's signature.

Part 3 – Direct Hire Services

3.1 Scope

You hereby engage RH, on a non-exclusive basis, through RH's Robert Half Technology division(s), to conduct searches for various positions designated in writing by you to RH.

3.2 Charges and Payment

If within twelve (12) months following the date a candidate was presented to you, you (or an affiliate or any other entity as a result of referrals by you) hire the candidate (either as an employee, consultant or independent contractor), you agree to pay to RH a fee based upon the candidate's annual starting salary paid by you to Direct Hire, according to the Direct Hire Pricing Section below. Part time employment fees will be calculated on the equivalent full-time salary multiplied by the percentage of time the employee works.

All fees are due and owing at the time the candidate accepts employment with you. You agree to pay RH no later than forty-five (45) calendar days after the candidate's first day of employment with you. If the candidate's employment with you terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, refund a pro rata portion of the fee paid, or issue a pro rata credit for such amount in the event RH provides a replacement. The refund or credit will be equal to 1/90th of the fee, multiplied by the number of calendar days remaining in the 90-day period.

3.3 Direct Hire Pricing

Fees for direct hire placements shall be [25]% of the annual base salary.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or Job Arrangement Letter or Placement Letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:

City of Aurora

Agreed to:

Robert Half International Inc.

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): Shanita Thompson

Name (type or print): Joseph McIntyre

Date: 7/25/2017

Date: 7/25/2017

Customer address: 44 E Downer Pl, Aurora, IL 60505

RH address: 2 Mid America Plaza, Oakbrook Terrace,
IL 60181

After signing, please return a copy of this Agreement to the "RH address" shown above.

Exhibit A

Each RH Assigned Individual is assigned to perform Temporary Services to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Temporary Services of RH's Assigned Individual by extending to you a guarantee period. RH guarantees the first five days (40 hours) of the assignment for Assigned Individuals placed by Robert Half Technology. If, for any reason, you are dissatisfied with the Assigned Individual assigned to you, RH will not charge for the hours worked during the applicable guarantee period, provided that you allow RH to replace the Assigned Individual. Unless you contact RH before the end of the applicable guarantee period, you agree that the RH Assigned Individual is satisfactory.
2. **Time Sheet** - Assigned Individuals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due forty-five (45) days after receipt, including applicable sales and service taxes all of which are payable by you. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1% per month pursuant to 50 ILCS 505/1, et seq.

Hourly bill rates for all positions shall be negotiated by the parties on a case-by-case basis. RH may increase its rates for the Temporary Services provided under this Agreement to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of any increase in its rates for the Temporary Services, and such increase will be prospective, starting as of the effective date RH specifies. RH will immediately notify Customer, in writing, no less than fourteen (14) days prior to any such increases.

3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
4. **Hiring the Person Referred to You** - After you evaluate the performance and potential of an Assigned Individual on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee.

The conversion fee is payable if you hire an Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if the Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of your referral of the Assigned Individual to that company (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will be owed and invoiced upon the hiring of the Assigned Individual, and payment is due forty-five (45) days after receipt of the invoice. The same calculation will be used if you convert the Assigned Individual on a part-time basis using the full-time equivalent salary, as set forth in Section 3.2 of the Agreement.

CONVERSION FEE SCHEDULE WITH THE CLIENT:

The conversion fee will equal a percentage of the Assigned Individual's starting annual salary as paid by Customer to Direct Hire:

Hours Billed and Paid	Conversion Rate
6 Month's or more [more than 1040 hrs]	No fee
5 Month's [696 hrs] to [868 hrs]	[5%]
4 Month's [522 hrs] to [695 hrs]	[10 %]
3 Month's [348 hrs] to [521 hrs]	[15 %]
2 Month's (174 hrs) to [347 hrs]	[20%]
1 Month [0 hrs] to [173 hrs]	[25%]

Exhibit B



Personal & Confidential

CONTACT NAME
COMPANY NAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3 <OR> SPACE

Job Order Number: JO Number

Dear Contact First Name,

Thank you for selecting Robert Half Technology to meet your staffing needs. Candidate Name is scheduled to start with Company Name as a Functional Role on .

As agreed, we will invoice your firm at the rate of per hour. If applicable, overtime will be billed at 1.50 times such rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws may vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Applicable sales and service taxes shall be added to all invoices. Our professional will submit either a an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate your acceptance of the terms herein.

Our accounting and operational procedures require you receive this document. This standard document will be sent with each Job Order you place with Robert Half Technology. We acknowledge that Robert Half Technology and Company Name have a signed agreement. The terms of the signed agreement, along with the terms of this letter, shall govern the services provided by such employee or consultant at Company Name.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half Technology
Branch Address Line 1
Branch Address Line 2
Branch Address Line 3
(800) 793-5533

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Exhibit C



Personal & Confidential

CONTACT NAME
COMPANY NAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3 <OR> SPACE

Job Order Number: JO Number

Dear Contact First Name,

Thank you for choosing Robert Half Technology to meet your staffing needs. Candidate Name will begin working for Company Name as a Functional Role on . We are confident that Candidate First Name will be a valuable addition to your company.

We will separately send an invoice for our agreed upon placement fee of . According to the terms of the signed agreement , the fee is earned at the time the candidate accepts the position. Applicable sales and service taxes will be added to the above amount.

Our accounting and operational procedures require you receive this document. This standard document will be sent with each placement. We acknowledge that Robert Half Technology and Company Name have a signed agreement. The terms of the signed agreement (which are incorporated herein by reference), along with the terms of this letter, shall govern the placement.

We invite you to read our booklet, *How to Check References When References are Hard to Check*, at www.roberthalf.us/references. We hope you find it a useful resource.

Congratulations on your new hire! We look forward to working with you in the future. Please do not hesitate to contact us if you have any questions or if we can be of additional service.

Sincerely,

Robert Half Technology
Branch Address Line 1
Branch Address Line 2
Branch Address Line 3
(800) 793-5533

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