Village of Maple Park
302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309
Fax: 815-827-4040
Website: http://www.villageofmaplepark.com

BOARD OF TRUSTEES SPECIAL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021
Immediately Following the Committee of the Whole Meeting
Maple Park Civic Center
302 Willow Street, Maple Park, IL

1. **CALL TO ORDER/ESTABLISHMENT OF QUORUM**

2. **PUBLIC COMMENTS -** *Any resident wishing to address the Board may do so according to the guidelines set forth in the "Rules for Public Comments at Public Meetings" handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

3. **NEW BUSINESS**
   - A. **CONSIDERATIONS - None**
   - B. **MOTIONS - None**

4. **RESOLUTIONS**
   - A. **RESOLUTION 2021-21 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO APPROVE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR AN EMPLOYEE LEASING AGREEMENT FOR A TEMPORARY-TO-HIRE PART-TIME VILLAGE CLERK**

     This Resolution approves an Agreement with GovTempsUSA, LLC. For a temporary-to-hire part-time Village Clerk.

4. **EXECUTIVE SESSION**

5. **ADJOURNMENT**

Village of Maple Park
302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

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MEMORANDUM

TO: Committee of the Whole and Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: September 15, 2021

SUBJECT: **RESOLUTION 2021-21 – A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO APPROVE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR AN EMPLOYMENT LEASING AGREEMENT FOR A TEMPORARY-TO-HIRE PART-TIME VILLAGE CLERK**

BACKGROUND

The Village recently hired a new Village Clerk; however, the Clerk resigned her position to return to her former employer based on the salary that was offered. The Village reviewed the prior applicants it has for the position and offered the position to another candidate based on their resume and interview performance; however, the candidate had already accepted another position that offered health insurance benefits.

The Village did not wish to pursue any other previously reviewed candidates and reviewed any additional applications and resumes that had been received. Staff determined that it would be in the best interest of the Village to consult with a temporary agency and pursue a temporary-to-hire agreement. This would mean the agency would be responsible for seeking qualified candidates. The Village could then review the resumes and interview candidates. Once a suitable candidate is determined, the Village would enter into the Agreement with the firm for 60 days. Sixty days should allow enough time to determine if the candidate is a good fit for the organization and to test the candidate's skills.

The Village contacted three (3) firms: Staff Today, Inc., The Salem Group, Inc., and GovTempsUSA, LLC. The vendor percentage and conversion from temporary-to-hire and hourly rate were compared. GovTempsUSA had the lowest vendor percentage and the lowest conversion rate at the end of the 240 hours of work. The total cost is $7,722.00, see attached Village Clerk Vendor Comparison spreadsheet.

Staff will work with GovTemps to review resumes and conduct interviews. Once a candidate has been selected, the Village President should review and then execute the Employee Lease Agreement with GovTempsUSA, LLC for a temporary-to-hire part-time Village Clerk.

The Employee Leasing Agreement is effective the date is it signed by GovTemps, and should not exceed 240 hours of work. The Agreement requires the Village to inform GovTemps of any issues, illness or injuries and to give 10 days-notice to terminate the Agreement. Prior to the end of the 240 hours, the candidate will be required to complete the Village's Job Application, complete the required fingerprinting, credit and background checks.

If the candidate moves through this process without any issues, the candidate will be issued a conditional offer of employment, contingent upon passing a physical and drug and alcohol screen.

RECOMMENDATION

That the Committee of the Whole discuss the proposed hiring of a temporary-to-hire part-time Village Clerk through GovTempsUSA, LLC. If the Committee has no issues with arrangement, the matter will be approved at the Special Village Board Meeting immediately following the September 21, 2021 Committee of the Whole Meeting.

If the Village Board approves the Agreement, there will be no delay in starting the hiring process for a new Village Clerk.

Attachments
Temporary-to-Hire Part-Time Village Clerk Vendor Comparison
Resolution 2021- Authorizing the Village President to Approve an Agreement with GovTempsUSA, LLC
GovTemps USA Employee Leasing Agreement

VILLAGE OF MAPLE PARK - TEMPORARY-TO-HIRE VILLAGE CLERK VENDOR COMPARISON

Vendor	Employee Hourly Rate	Vendor Percentage	Total Hourly Rate	Explanation of Conversion from Temp to Hire Cost	Annual Position Cost (30 Hr. X 52 Wks.)*	Conversion Cost	Estimated Cost of 240 Hours to Hire**	Total Cost^
Staff Today, Inc.	$19.50	33.00%	$25.94	Depends on billable hours - Assume 240 hours (1 - 260 hours) = 20% of first year's earnings	$30,420.00	$6,084.00	$6,224.40	$12,308.40
The Salem Group, Inc.@	$19.50	55.00%	$30.63	20% of the annual base salary	$30,420.00	$6,084.00	$7,350.00	$13,434.00
GovTemps USA	$19.50	40.00%	$27.30	Two (2) weeks gross salary	$30,420.00	$1,170.00	$6,552.00	$7,722.00

Lowest total cost

* Originally budgeted at $18.28 X 30 X 52

**Assume we'll know in 60 days

^Total Cost = Estimated Cost + Conversion Cost

@Conversion is based on billable hours. 1 - 260 hours = 20% of total guaranteed first year's earnings.

Annual PT Village Clerk Hours	1,560	Clerk Hours YTD	146.50
Hourly Rate	$18.28	Remaining Clerk Hrs. @ $19.50	$25,875.72
FY22 Budgeted Salary	$28,516.80	TTH	($7,722.00)
FICA	$2,181.54	VC available through 04/30/22	$18,153.72
	$30,698.34	Hours available	930.96

RESOLUTION 2021-21

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO APPROVE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR AN EMPLOYEE LEASING AGREEMENT FOR A TEMPORARY-TO-HIRE PART-TIME VILLAGE CLERK

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Village has determined that the Part-Time Village Clerk position is of benefit to the Village; and,

WHEREAS, the Village Board has determined that it is to its advantage and best interest of the Village to continue to avail itself of the services in connection with its employee leasing agreement with GOVTEMPS between a To-Be-Determined Date through 240 hours of work; and,

WHEREAS, GovTemps is desirous of performing the service for the Village and the Employee Leasing Agreement, Attachment A is attached; and

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

Section 1. The Village President or a designee is hereby directed to sign the attached Employee Leasing Agreement with GOVTEMPSUSA, LLC for a temporary-to-hire part-time Village Clerk.

Section 2. This Resolution shall be in full force and effect from and after its passage, approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on _____, October 2021.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

_____
Suzanne Fahnestock, Village President

ATTEST:

_____
Cheryl Aldridge, Deputy Village Clerk

EXHIBIT A

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **VILLAGE OF MAPLE PARK, IL** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance,

order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

(h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(a) of this Agreement, the Client will:

- comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Clients workplace(s) where the Assigned Employee will perform services;

- implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;

- provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;

- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding social/spatial distancing in the workplace(s) where the Assigned Employee will perform services; and

- comply with any current or future state, federal, or local proclamation or regulations regarding a public health emergency which regulate workplace shutdowns and/or remote work protocols.

SECTION 3
FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not

remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, GovTemps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the

event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of GovTemps.

SECTION 9
DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10
NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to the Client:

Village of Maple Park
302 Willow Street
Maple Park, IL

Attention: Dawn Wucki-Rossbach
Telephone: (815) 827-3309
Electronic Mail:
dwrossbach@villageofmaplepark.com

[***Signatures on following page***]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By _____
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: 9/15/2021

CLIENT

By _____
Name: _____
Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

WORKSITE EMPLOYEE: TBD

POSITION/ASSIGNMENT: Interim Village Clerk

TERM OF POSITION: Dates TBD – 60 days

The agreement will automatically be extended on a bi-weekly basis to December 31, 2021 unless either party terminates the agreement by providing two weeks advance written notice.

BASE COMPENSATION: $27.30/hour. It is anticipated the employee will work 30 hours/week not to exceed 240 hours. Employee will be paid only for hours worked and work schedule may vary. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.

GOVTEMPSUSA, LLC:

By: J Cadenartari

Date: 9/15/2021

MUNICIPALITY:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

DOES NOT APPLY