

**AGREEMENT #26115-1
FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and The Salem Group ("**Vendor**"), whose principal business address is 2 Trans Am Plaza Drive #170, Oakbrook Terrace, Illinois 60181.

RECITALS

1. Lake County issued an RFP seeking Temporary Employment Staffing Services ("**Services**").
2. Vendor responded timely with a proposal dated January 20, 2026 ("**Proposal**").
3. Based on Vendor's Proposal, the County and Vendor have negotiated terms under which Vendor will perform the Services.
4. To memorialize the terms and conditions under which Vendor will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Vendor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Vendor's proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its exhibits.
 - a. Exhibit A: Scope of Work – Responsibilities of the Parties
 - b. Exhibit B: Temporary Employee Paid Time Off and Holiday Pay
2. Vendor's proposal dated January 20, 2026.
3. The County's RFP (including any addenda to it).

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, Lake 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.

- 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, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

SECTION 22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq. (the "Act").

All purchases and payments made under the Act shall be made directly by and between each governmental unit and the Vendor. The Vendor agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Vendor further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between the Vendor and governmental units shall be resolved between the immediate parties.

The Vendor and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the Vendor and the other governmental unit. Any Other Terms entered into between the Vendor and another governmental unit shall not modify or supersede this Agreement unless the County expressly agrees to such modification in writing.

The Vendor shall provide the other governmental units with all required documentation set forth in the solicitation, including but not limited to, performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

Signed:

COUNTY OF LAKE

THE SALEM GROUP

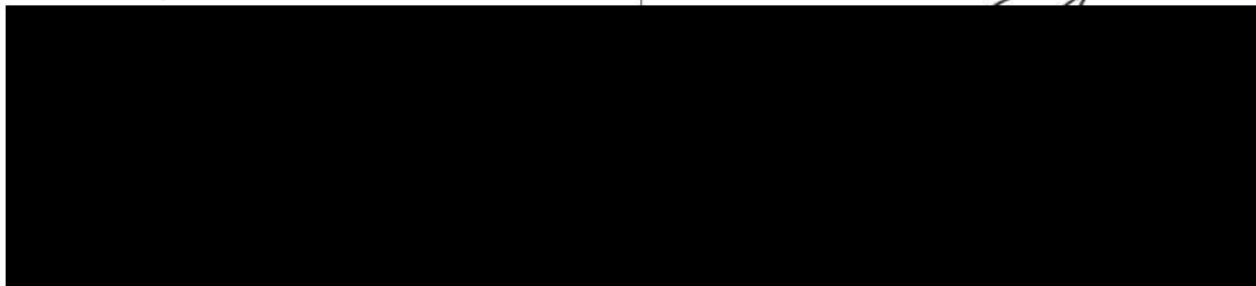


Exhibit A

Scope of Work – Responsibilities of the Parties

1. Hours of Work

County shall be invoiced for the actual hours during which services are performed, not to exceed forty (40) hours per person for a normal workweek. Hours in excess of 40 per employee per week must receive prior written consent of the County.

2. Lake County Policies and Expectations

Temporary employees shall be required to abide by the Lake County on the Job Behavior Policies and Procedures and any department policies, procedures and dress codes that are in effect at each location. Lake County shall provide a copy of the policies and procedures to the Vendor.

Services shall be performed in an acceptable, professional manner, by employees who are fully qualified to serve in the capacity specified in the job description provided. The Vendor must guarantee replacements for any contract employee deemed unacceptable by the County.

3. Staffing Management and Support

Vendor shall serve as employer of record for all temporary employees assigned to the County and shall be responsible for the following:

- Administration of payroll, payment of all applicable taxes and employee tax withholdings, provisions of employee benefits such as medical insurance, worker's compensation coverage, unemployment insurance, and provision of any other legally required benefits.
- Full compliance with all applicable federal, state, local wage and hour laws, and relevant industry regulations.
- Management of performance concerns, disciplinary issues, terminations, and any violations of Consultant or Lake County on the Job Behavior Policies and Procedures along with any departmental policies, procedures and dress codes that may apply

Vendor shall assign a dedicated account representative, along with qualified backup staff, to respond to County inquiries within the timeframes outlined below:

- All calls and emails shall be acknowledged and responded to within four (4) business hours.
- Upon request by the County, candidate names and resumes shall be provided within three (3) business days for general and entry-level positions. For professional or certified positions, the Vendor shall coordinate with the requesting department to establish the recruitment process and an agreed-upon placement timeline.

- Qualified candidates shall be available to begin work within one (1) week following the County approval of the placement.

4. Screening, Qualifications of Employees, and Background Checks

Vendor shall:

- Screen, test, and interview all potential applicants.
- Confirm that applicants possess the degrees, skills, experience, proficiency, licenses, and certifications necessary to perform the functions required of each position in accordance with the Lake County Job Description.
- Conduct all required background checks, verifications, and compliance screenings as specified by the County and applicable law on all potential employees to be placed with Lake County.
- Coordinate the conduction of background investigations with the Lake County Sheriff's Office for all employees assigned to a secured detention facility or Courts Complex within Lake County. The County reserves the right to request another employee in place of any individual refused for clearance.
- Guarantee replacements for any contract employee deemed unacceptable by the County.

5. Positions and Pay

The County may, at its discretion, request interviews prior to candidate selection. Upon completion of the County's review of all candidates and any additional screening requested, the requesting department shall notify the Vendor of the selected candidate.

The County will provide the minimum of the current salary grade indicated. Should a higher rate of pay than the minimum of the current salary grade be recommended, a written recommendation to support the basis of this pay request must be provided for the County's consideration. Any Pay Rates higher than the minimum of the current salary grade must be approved in writing by Lake County. County may substitute a revised pay schedule whenever one is approved and implemented by Lake County.

6. Paid Internships

Vendors who provide paid internship resources to Lake County shall allow pay rates to be negotiated with the respective department to ensure equitable pay between full time employees and paid interns.

7. Referrals

Lake County may direct individuals to the Vendor with the intent that they be placed at Lake County.

8. Permanent Status

Lake County reserves the right to consider temporary placements for permanent hire following completion of a minimum of a three-month probationary period. In the event that the County elects to permanently hire an employee who has worked on a temporary

basis, payments to the Vendor shall cease on the effective date of the permanent appointment. The County shall not be responsible for any additional charges beyond the hourly rate due for the time worked.

9. Transition of Existing Placements

The Vendor shall complete all required compliance and onboarding for Existing Placements within fourteen (14) days of contract execution. All prior service time with the County shall be fully recognized for tenure-based provisions, including eligibility for permanent employment and benefits, with no waiting period for benefits upon transition.

10. Cancellations

Lake County reserves the right to cancel or terminate placement requests within two (2) hours prior to the scheduled start time of any work shift without assessment of charges or fees

11. No-Shows

In the event that an employee scheduled to work does not show or cancels in less than eight (8) business hours from the start time of any work shift, the Vendor shall be responsible to schedule a replacement employee of equal to or better qualifications. In the event that the Vendor fails to provide a qualified, replacement employee, the Vendor shall be responsible to cover the costs for Lake County to fill the scheduled work shift.

12. Assignment End

In the event that Lake County elects to end the assignment of a currently assigned temporary employee, County shall notify the vendor within 10 business days of the assignment end date. Vendor shall be responsible for notifying the employee within 24 hours of County notification.

13. Work Experience, Internships and Training Placements

Vendor shall partner with Lake County Workforce Development ("LCWD") to provide paid work experience opportunities for LCWD Clients. Work experience is a structured workplace learning opportunity, of no more than six months, that provides career exploration, skill development, and real-world work exposure. The assignment must include meaningful learning components and may be combined with educational or occupational instruction consistent with the grant and applicable Illinois requirements.

Placements classified as a Work Experience, Internship or Training position shall be exempt from Vendor-provided benefits, including but not limited to holiday pay and paid leave.

Each individual placed in a Work Experience, Internship, or Training position must sign a separate written agreement outlining the applicable terms and conditions

Exhibit B

Paid Time Off and Holiday Pay For Temporary Employees

Paid Leave Policy

Vendor provides paid leave to employees placed in a temporary position, working in any state or local municipality where paid leave is required by applicable law. Vendor administers paid leave in compliance with all applicable federal, state, and local laws. Where applicable, this policy applies to full-time and part-time temporary employees.

Accrual

Employees begin accruing paid leave pursuant to this policy at the start of employment. Exempt employees are assumed to work forty (40) hours per workweek. For purposes of this policy, the year is defined as the employee's anniversary year.

Usage

Paid leave may be used in minimum increments of two (2) hours, except where an employee's scheduled workday is less than two (2) hours, in which case the scheduled workday will determine the increment. Employees may begin using accrued paid leave in accordance with applicable law. For example, under Illinois law, paid leave may be used after ninety (90) calendar days of employment.

Employees may accrue paid leave in accordance with applicable law. Unused accrued leave carries over annually as required by law; however, employee use of paid leave may be capped at forty (40) hours within a twelve-month period unless otherwise required by law.

Employees may use accrued paid leave for any reason and are not required to provide the Employer with a reason for the leave. Leave requests will be administered in accordance with applicable law and may be subject to reasonable notice requirements and scheduling considerations permitted by law. Employees are not required to search for or find a replacement worker to cover leave time.

Notice and Documentation

If the need for leave is foreseeable, employees should provide up to seven (7) calendar days' notice where practicable. If the need is not foreseeable, employees must provide notice as soon as practicable. Employees will not be required to provide documentation or certification in support of paid leave unless permitted by applicable law.

Payment

Paid leave will be compensated at the employee's regular hourly rate of pay at the time leave is taken, but no less than the applicable minimum wage. Paid leave is not considered hours worked for purposes of calculating overtime unless required by law.

Carryover & Payout

Unused paid leave will carry over as required by applicable law. Accrued but unused paid leave will not be paid upon separation unless required by state or local law.

Enforcement & Retaliation

Vendor prohibits retaliation against employees for exercising rights under this policy or applicable law. During any period of leave, the Vendor will maintain group health coverage under the same terms as if the employee had continued working, provided the employee continues to pay any required portion of premiums.

Employees with questions regarding this policy may contact the Vendor's Human Resources department.

Holiday Pay:

- a. Temporary Employees are eligible to receive compensation for the County observed Holidays outlined below, except where payment is restricted or prohibited by the grant funding the position.

New Year's Day	Fixed
Martin Luther King, Jr. Day	Fixed
Lincoln's Birthday	Floating
Spring Holiday (accrued on Good Friday)	Floating
Memorial Day	Fixed
Juneteenth	Fixed
Independence Day	Fixed
Labor Day	Fixed
Columbus/Indigenous Peoples' Day	Floating
Veterans Day	Floating
Thanksgiving Day	Fixed
Day After Thanksgiving	Fixed
Christmas Eve	Fixed
Christmas Day	Fixed

- b. Holiday hours paid to Temporary Employees may be invoiced to the County at the applicable billable rate.
- c. Floating holidays become available on the day of the observed holiday. The employee may elect to use the time on the holiday or work the floating holiday and use it on a later date.
- d. Three floating holidays may be carried over into the new calendar year and expire on March 31 of the new calendar year.
- e. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.