

SPECIAL MEETING

**VILLAGE OF WINTHROP HARBOR
NOTICE OF SPECIAL MEETING
TO BE HELD ON THURSDAY,
MAY 26, 2022
7:00 PM**

PURSUANT TO THE OPEN MEETINGS ACT, notice is hereby given of a Special Meeting, which will be held in the Council Chambers, of the Village Hall, 830 Sheridan Road, Winthrop Harbor, Illinois at 7:00pm on Thursday, May 26, 2022.

Agenda Items

- 1. Executive Session**
 - a. 5 ILCS 120/2(c)(11) pending litigation**
 - b. 5 ILCS 120/2(c)(29) meeting with the Village's Auditor to discuss improvements to identified weaknesses in internal financial controls and procedures.**
- 2. Discussion and approval of an addendum to the Village Administrator Employment Agreement dated December 21, 2021.**
- 3. Discussion and approval of an Employee Lease Agreement with GovTemps USA LLC.**
- 4. Discussion and approval of a Resolution Creating the Position and Description of Duties of an At-Will Parks and Recreation Supervisor**
- 5. Discussion and approval of the amendment to the Village of Winthrop Harbor Wage Policy adding the position of At-Will Full-Time Parks and Recreation Supervisor**
- 6. Discussion and approval of a Job Classification change for Jaxson Hagen to Full-Time Parks and Recreation Supervisor**

This meeting is open to the general public and all are invited to attend. This building is accessible to the disabled.

Village of Winthrop Harbor

**Julie Rittenhouse
Village Clerk**

Dated this 24th day of May 2022

ADDENDUM TO VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT is made and entered into on May 26, 2022 by and between the Village of Winthrop Harbor, an Illinois municipal corporation, and David Alarcon (“**Employee**”).

This Agreement amends and modifies as follows that certain Employment Agreement dated December 21, 2021 made and entered into by the parties hereto.

1. Section XVI “Attorney Representation” will be added with the following language:

XVI. ATTORNEY REPRESENTATION

As additional consideration for the terms of this agreement, Employer agrees to provide to Employee counsel of his own choosing for any matters pending or hereinafter initiated by Employee and the Village of Winthrop Harbor and any and all actions and appeals as a result of those proceedings.

The Village agrees to pay the reasonable professional fees and charges of the attorney(s) chosen by the employee under the provision of this contract.

To facilitate the Board of Trustees’ decision-making process, the Employee shall provide, in written form, at least but not limited to, the following written documentation in support of his request for counsel other than the attorney regularly under contract to the village:

- a. A brief synopsis of the actions pending or to be hereinafter initiated.
- b. A written proposal detailing hourly charges for consultation, preparation, and hearing times along with any additional charges attributable to the action.
- c. A brief description of the areas of expertise of the proposed counsel as related to the action being undertaken.
- d. Such documentation shall be submitted no later than 48 hours preceding a meeting of the Village Board. The Employer shall waive this requirement in the event of an obvious emergency situation.
- e. The Employer hereby agrees to indemnify and defend any claim brought against the Employee arising out of the performance of any duties for the Employer by the Employee. The Employer must obtain liability insurance for which it has verified that the Employee is an insured under the terms of the policy. The Village agrees to maintain said policies, purchase similar policies, or enter into an intergovernmental agreement providing for similar coverage under said policies. This provision shall survive the termination of this contract. Employee agrees to fully cooperate with Employer in the event of such claim. The Employee will be compensated at the Employee's last rate of pay for any and all legal matters beyond the termination of this contract.

Agreed to this 26th day of May, 2022

David Alarcon
(Employee)

Village of Winthrop Harbor
By: Mayor Dr. Michael Bruno

WITNESS:

Julie Rittenhouse, Village Clerk

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **VILLAGE OF WINTHROP HARBOR, ILLINOIS** (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 Client:

Village of Winthrop Harbor
830 Sheridan Road,
Winthrop Harbor, IL 60096
Attention: Village Administrator David Alarcon
Telephone: 847-872-3846
Electronic Mail: dalarcon@winthropharbor.com

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: May 26, 2022

CLIENT

By _____

Name: _____

Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: XXXXXXXX

POSITION/ASSIGNMENT: Project Manager

POSITION TERM: May 26, 2022 – July 29, 2022

Unless either party provides two weeks advance written notice, the agreement will automatically be extended in two-week increments up to September 30, 2022.

Either party may terminate the agreement by providing two weeks written notice.

BASE COMPENSATION: \$112/hour for all hours worked. Hours are expected to average 15-25 hours/week, but may vary from week to week (\$168/hour = overtime rate for any work in excess of 40 hours/week). Hours shall be reported via- email to payroll@govtempsusa.com on the Monday after the prior work week.

The client will be invoiced on a bi-weekly basis.

GOVTEMPSUSA, LLC:
By: 
Date: May 23, 2022

CLIENT:
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

22-R_____

**RESOLUTION CREATING OF THE POSITION AND DESCRIPTION OF DUTIES OF A
AT-WILL PARKS AND RECREATION SUPERVISOR**

WHEREAS, the Village Administrator recommends the creation of the position of At-Will Full-Time Parks and Recreation Supervisor and specifically defines the duties of this position.

WHEREAS, the President and Board of Trustees desire to accept the Administrator's recommendations to create a position entitled "At-Will Full-Time Parks and Recreation Supervisor" with the responsibilities and duties outlined in the Job Description, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Winthrop Harbor, Lake County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Winthrop Harbor hereby create a position entitled "At-Will Full-Time Parks and Recreation Supervisor" with the responsibilities and duties outlined in the Job Description, Exhibit A.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

ATTEST:

DR. MICHEAL BRUNO, MAYOR

JULIE RITTENHOUSE
VILLAGE CLERK

Job Title: At-Will Full-Time Parks and Recreation Supervisor

Department: Parks and Recreation

Rate of Pay: To be terminated by Village Wage Policy

Duties

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Under the general supervision of the Parks and Recreation Director, this position is responsible for the care and maintenance of parks, and other municipal grounds, this includes daily supervision of parks and building maintenance employees and resources and equipment necessary for the maintenance and care of the village properties. This position is a working supervisor and will require the incumbent to perform duties required for ground and landscape maintenance, inspection and maintenance of park amenities, irrigation inspection, and reporting.

In addition to the maintenance duties, this position is responsible for assisting the Parks and Recreation Director in the coordination of all municipal special events, recreation, and leisure programs. The goal of this position will be to provide and promote recreational opportunities to municipal residents and visitors, and to promote a healthy, active, and involved lifestyle in Winthrop Harbor.

Essential Functions

Essential and other important responsibilities may include, but are not limited to, the following:

- Provide direction to department staff in the absence of the Parks and Recreation Director.
- Provide support to the Parks and Recreation Director in all special events, recreation, and leisure programs of the Village.
- Performs a variety of manual, semi-skilled, and skilled construction, maintenance, and repair work of Village parks and recreation facilities.
- Operates specialized equipment such as power mowers, chain saws, fertilizer spreaders, aerators, spray rigs, and other essential equipment.

ESSENTIAL DUTIES SUPERVISION RECEIVED AND EXERCISED JOB SUMMARY

- Waters, mows, cultivates, prunes, weeds, renovates, and fertilizes grass, plants, trees, flowers, and shrubs.
- Prepares and maintains athletic fields and related facilities, swimming pools, and other indoor or outdoor recreational facilities.
- Installs, maintains, and replaces playground equipment and fences; assembles tables, benches, and bleachers.
- Sprays various fertilizers, herbicides, pesticides, and other related chemicals in Village parks and recreation areas.
- May assist in training or leading the work of other Park Maintenance Workers.
- Installs, maintains and makes repairs to maintain park facilities such as restrooms, concession stands, and picnic shelters.
- Performs and/or directs routine maintenance and cleaning of tools and equipment.
- Participates in removing, topping, pruning, and trimming trees and uses hand and power saws. and other equipment to cut up branches and remove tree trimmings and stumps.
- Supervise Village sponsored activities and events.
- Draft reports on any property damage and injuries occurring on Village property.
- Immediately makes repairs from vandalism and property damage.
- Follows proper safety procedures and precautions in relation to all work performed and activities of the department.
- Drives vehicles and operates equipment as required.
- May be required to work any shift, including weekends, evenings, and holidays and take standby duty if assigned.
- May be subject to callouts after hours and weekends.
- Performs related duties as assigned.

Physical Requirements

1. Work is conducted in an office environment with some exposure to criticism from the public. The requirement to balance priorities, verbally communicate to exchange information, deal with constant interruptions and changing demands during the course of a workday; occasions whereby an extremely short amount of time is available to complete a project or task (regularly); wide variety of tasks requiring the ability to manage multiple projects; while maintaining a pleasant, professional and positive demeanor.
2. Requirement for sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate office equipment and vehicle;
3. Required to work in both a general office environment as well as outdoors in inclement weather while organizing and implementing programming;
4. Working hours will be highly variable and will include evenings and weekends;
5. Work requires medium to high physical exertion in the delivery of recreation activities and events;
6. Requires the ability to work independently and demonstrate exceptional time management;
7. Work involves mental and visual concentration with frequent interruptions.

License or Certificate:

- Possession of an appropriate, valid Driver's License with a good driving record

ORDINANCE 2022-O-__

**AN ORDINANCE AMENDING THE WAGE POLICY
ORDINANCE OF WINTHROP HARBOR**

WHEREAS, the Village has adopted the 2021/2022 Wage Policy Ordinance, and;

WHEREAS, the Village Administrator has recommended the creation of the position of At-Will Full-Time Parks and Recreation Supervisor

WHEREAS, the Village Board finds that it is appropriate and necessary to do so, and;

NOW THEREFORE, BE IT ORDAINED by the Village of Winthrop Harbor, Lake County, Illinois, as follows:

SECTION ONE: The Wage Policy Ordinance is hereby amended to add Section D4 At-Will Full-Time Parks and Recreation Supervisor with an hourly salary range Minimum \$17.00/hour Maximum \$19.00/hour.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR,
ILLINOIS, ON THIS 26th DAY OF MAY, 2022

ATTEST:

DR. MICHAEL BRUNO, MAYOR

JULIE RITTENHOUSE, VILLAGE CLERK