

**NOTICE OF A SPECIAL MEETING OF THE
ADMINISTRATION & LEGAL COMMITTEE**

Notice is hereby given that a special meeting of the Administration & Legal Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:45 p.m. on Tuesday, August 1, 2017, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING
2. CONSIDER THE APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON JUNE 27, 2017.
3. DISCUSS CONTRACT WITH GOV TEMP FOR HR ASSISTANT DIRECTOR.
4. DISCUSS ORDINANCE – AMENDING CONSENT AGENDA ITEMS.
5. DISCUSS ORDINANCE – SURPLUS EQUIPMENT.
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Administration & Legal Committee
June 27, 2017 – 7:30 p.m.
Council Chambers at
Tinley Park Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Members Present: M. Pannitto, Chair
M. Mangin, Village Trustee
C. Berg, Village Trustee

Members Absent: None

Other Board Members Present: B. Brady, Village Trustee
B. Younker, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
P. Connelly, Village Attorney
D. Framke, Marketing Director
L. Godette, Deputy Clerk
S. Kisler, Planner
L. Valley, Executive Assistant
T. Woolfalk, Commission Secretary

Item #1 - The meeting of the Administration and Legal Committee Meeting was called to order at 8:37 p.m.

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON MAY 23, 2017 - Motion was made by Trustee Mangin, seconded by Trustee Berg to approve the minutes of the Administration and Legal Committee meeting held on May 23, 2017. Vote by voice call. Chairman Pannitto declared the motion carried.

Item #3 - REVIEW STAFFING STUDY – Assistant Village Manager Patrick Carr provided an overview of the Staffing study. The Matrix Group kicked off the organizational and staffing study and the project team conducted personal staff interviews, employee surveys were conducted to clarify and validate the study information. Carr provided the results and recommendations of the staffing study specifically for the Village Hall departments.

ITEM #4 - REVIEW COMPENSATION AND BENEFITS STUDY – Village Manager Dave Niemeyer presented an overview of this study conducted by Pay Point HR which is for all non-union employees of the Village including the part time Fire Department. Niemeyer noted that there has been eleven (11) years since the Village has undertaken a comprehensive review of its pay system. He noted that over the past year staff has worked with the Village Board to develop criteria for comparable communities. He then introduced Rick and Karen Campbell from Pay Point HR who provided a

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comprehensive review of the compensation and benefits study for Village employees and provided recommendations.

ITEM #5 – DISCUSS FURTHER DEFINING CONSENT AGENDA ITEMS - Village Attorney Pat Connelly spoke to the defining of consent agenda items and explained the process to the Committee. He suggested that a list of items to be placed on the consent agenda be provided to the Committee for review.

ITEM #6 – DISCUSS RESIDENCY FOR VILLAGE EMPLOYEES - Village Manager Dave Niemeyer noted that the residency requirement for Police Officers was recently eliminated from the police collective bargaining agreement and now required officers to live within thirty (30) miles of the Village (within Illinois). He seeks direction from the Board in eliminating the residency requirement for other employees'. He noted that there is an argument to be made that the Manager, Police Chief and Fire Chief should live in the community due to the nature of their positions and public safety. In light of the need to restart the recruitment process for a Community Development Director He stated the prior recruitment process for this position was not completed due to the top candidate turning down the job due to the residency requirement. Trustee Mangin believes that we should allow non residents in various positions, but include a restriction on the mileage. Trustee Pannitto favors the residency restriction with various positions. Trustee Berg approves of waiving the residency requirement.

ITEM #7 – DISCUSS RELEASE OF REAL ESTATE – TINLEY DOWNES SUBDIVISION - Village Attorney Pat Connelly and Planner Stephanie Kisler provided an overview of Tinley Downes Subdivision. This is an annexation and rezoning process. The project has been open for almost two years. A pond was built and services all storm water needs for the Tinley Park Downes residential subdivision. There are three lots that can now be developed as single family residential structures.

A motion was made by Trustee Mangin, seconded by Trustee Berg to present this to the Village Board. Vote by voice call. Chairman Pannitto declared the motion carried.

ITEM #8 – DISCUSS RELEASE OF REAL ESTATE – JOHN M. RAUHOFF SUBDIVISION - Planner Stephanie Kisler provided an overview of the transfer of deeds for small lots in the John M. Rauhoff Subdivision. These lots should be vacated and the Village should deed to the property the owners. The Village would like to formalize ownership of the lots.

A motion was made by Trustee Mangin, seconded by Trustee Berg to recommend formalizing ownership of lots in the subdivision. Vote by voice call. Chairman Pannitto declared the motion carried.

ITEM #9 – DISCUSS RESOLUTION REGARDING THE APPOINTMENT OF THE DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT (IRMA) - David Niemeyer explained that due to the fact that Gerry Horan is no longer a member of Village Staff, a new alternate representative to the IRMA Board of Directors needs to be named. Niemeyer suggested that the Acting Human Resources Director, Denise Maiolo, be named to this position. If the Committee recommends Maiolo to represent a resolution state her as alternate representative to the IRMA Board will be presented before the Village Board. A motion was made by Trustee Mangin, seconded by Trustee Berg to recommend Denise Maiolo as acting HR Director. Vote by voice call. Chairman Pannitto declared the motion carried.

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ITEM #10 – RECEIVE COMMENTS FROM THE PUBLIC - Mike Paus makes a comment about the staffing compensation study. He wants to make sure that the compensations that are above recommendations were also in the report. The Committee confirms they are in the report.

Mike Paus comments on what he believes should and should not be consent agenda items and provided examples for consideration.

A concerned citizen states that the issue she has with defining consent agenda items is that it takes the public's voice away. She asks that the Committee consider Village residents when entering items on the consent agenda. She stated that she believes the study provided by Paypoint was a good idea and she hopes the committee will do something with it.

ADJOURNMENT

Motion was made by Trustee Mangin, seconded by Trustee Berg to adjourn this meeting of the Administration and Legal Committee at 9:54 p.m. Vote by voice call. Chairman Pannitto declared the motion carried.

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MEMORANDUM



To: Village Board

From: David Niemeyer, Village Manager 

cc: Pat Carr, Interim Assistant Village Manager
Denise Maiolo, Interim HR Director
Patrick Connelly, Village Attorney

Date: July 28, 2017

Re: GovTemps USA Contract for Interim Assistant HR Director

Attached is the agreement and contract extension with GovTemps USA for the Interim Assistant Human Resources Director. The initial contract began June 22, 2017 and expires August 11, 2017. The extension is for another 3 months to November 11, 2017. We will continue to pay GovTemps USA \$56 per hour for Samantha Brunell's services.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 16th day of June 2017 ("Effective Date") by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and **Village of Tinley Park, IL** (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties")

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite 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 GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably denied by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision. If the Worksite Employee is removed from the Municipality after consultation between the parties, then the Agreement shall be terminated.

Section 1.02. Independent Contractor. GovTemp and the Worksite Employee are and shall remain independent contractors, and not an employee, agent, partner of, or joint venture with, the Municipality. GovTemp and the Worksite Employee shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2

SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp 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 Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. At no time shall the Village be required to pay any amount in addition to the fees set forth in Section 3.01 of and Exhibit A to this Agreement, as amended. The Worksite Employee shall not be considered an employee of the Village and shall not be entitled to any of the various fringe benefits provided by the Village to its employees.

Section 2.04. Vacation, Sick and Personal Leave. The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Village. The Village shall not be charged any fees for any time the Worksite Employee misses work, provided that the Village notifies GovTemps of such absence(s).

Section 2.05. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.06. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.07. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.08. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemp and GovTemp's insurance carriers shall have the right to inspect the Municipality's premises, with the prior consent of the Municipality, to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employee under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employee, the Municipality shall comply with all applicable employment-related laws and regulations as may be applicable, including and, without limitation, 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 of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

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

(d) The Municipality shall not have the right to have remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but is not required to, make available an appropriate light duty work assignment for such Worksite Employee; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement in the amount of the base compensation as fully identified on **Exhibit A**, as amended. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall 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. At a minimum, the Policies shall 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.

At all times during the term of this Agreement, GovTemp shall procure and maintain insurance to protect GovTemp from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Section 4.02. Certificate of Insurance. Upon request, either party shall provide the other with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on June 22, 2017 and shall continue in effect for 8 weeks, through August 11, 2017 or until it is terminated in accordance with the remaining provisions of this Section 5. This Agreement may be extended up to 3 months (November 10, 2017) with written agreement between parties. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have 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 shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a regular employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the regular employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 6.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees, including without limitation the Worksite Employee,

(the "GovTemp Parties"), taken or not taken with respect to the Worksite Employee that relate to events or incidents occurring prior to, during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 6.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 6.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 6, shall 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; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall 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 6 and (b) takes 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 shall 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 Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be 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 shall 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 has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 6.04. Survival of Indemnification Provisions. The provisions of this Section 6 shall survive the expiration or other termination of this Agreement.

SECTION 7 ADDITIONAL PROVISIONS

Section 7.01. 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 of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.01.

Section 7.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 7.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, 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 date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 7.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 7.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 7.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed 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 in accordance with this Section:

If to GovTemp:

GOVTEMPUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 847-224-8366
E-mail: mearl@govhrusa.com

If to the Municipality:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attention: David Niemeyer
Telephone: (708) 444-5010
E-Mail: dniemeyer@tinleypark.org

Section 7.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.10. 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 shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 7.11. 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 7.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party, except as required by law. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 7.13. Governing Law. This Agreement shall 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.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen C. Earl
Title: President/Co-owner

MUNICIPALITY

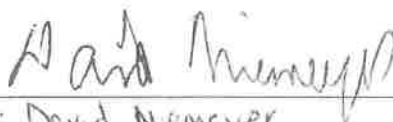
By 
Name: David Nemeyer
Title: Village Manager

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Samantha Brunell

POSITION/ASSIGNMENT: Interim Assistant Human Resources Director

Village of Tinley Park, IL

TERM OF POSITION: Extension: August 11 – November 11, 2017

Please review section 5 of this Agreement for the complete terms of position.

BASE COMPENSATION: \$56 per hour. Estimated 40 hours per week. Employee will be paid for hours worked only. Overtime rate \$84 per hour for hours worked over 40 per week. Hours worked shall be communicated via email to payroll@govtempusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPUSA, INC.:

By: 

Date: 7/27/2017

MUNICIPALITY:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B

Not Applicable

Admin. & Legal Committee

Item 4

**Ordinance – Amending
Consent Agenda Items**

ORDINANCE NO. 2017-O-048

**ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF TINLEY PARK**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), the Corporate Authorities of the Village of Tinley Park may dispose of personal property owned by the Village when, in the opinion of a simple majority of the Corporate Authorities, such property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, deem it no longer necessary, useful or in the best interests of the Village to retain the surplus personal property in Exhibit A attached.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That the personal property listed on **Exhibit one (1)** is declared to be surplus personal property because it is no longer useful to the Village.

Section 2: That the Village Manager, or his designee, is authorized to dispose of the surplus personal property of the Village in any manner he sees fit.

Section 3: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this _____ day of August, 2017, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of August, 2017, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Public Works				
VIN #	Vehicle Number	Year	Manufacturer	Vehicle / Equipment Description
2FAFP71W43X205723	676	2003	Ford	Crown Vic
2FAFP71WOYX175806	677	2000	Ford	Crown Vic
2FAFP71WX1X192862	678	2001	Ford	Crown Vic
1FAFP53284G174885	720	2004	Ford	Taurus (Pool) SILVER
1FAHP53U57A165739	721	2007	Ford	Taurus (Pool) WHITE
1FAHP24W98G112443	72	2008	Ford	Taurus
1GNDT13W62K216044	79	2002	Chevy	Blazer
2FAFP71W35X163841	722	2005	Ford	Crown Vic
1GCHK23162F192585	O249	2002	Chevrolet	Pick-up Utility
1FAHP53U17A165740	234	2007	Ford	Taurus
1GNEK13T01J267962	235	2001	Chevy	Tahoe
#922	102	1972	Erie	2-Wheel Trailer Model
B11121872	100	1973	Trailer	Green Country Big Chief
1FTRX12W37KD24889	21	2007	Ford	F150 Pick up truck
1VRN151UXY1000532	114	2000	Vermeer	752 Stumper
19696	103	1978	Dynaweld	Trailer
1HTSDAAR61H354627	8	2001	International	Plow Truck
1HTSDAAR41H354626	6	2001	International	Plow Truck
LD 33776 U11734Y	139Z	1994	Vermeer	Chipper 1250
1GNDT13S672268696	55	2007	Chevy	Trail Blazer
2FMDA51481BC25503	28	2001	Ford	Windstar
1FMCU03G79KA28756	88	2009	Ford	Escape
W523217	108	1970	Miller	Welder 900 955
1B8GP34362B578588	20	2002	Dodge	Caravan
2FAFP71W63X205724	15	2003	Ford	Crown Vic
1FDXF46Y25EA16790	42	2005	Ford	F450 Dump Truck
2P4FP2587YR510693	6M	2000	Dodge	Caravan
2FAFP71W82X149252	8M	2002	Ford	Crown Vic
2FAFP71W73X211029	13M	2003	Ford	Crown Vic
2G1WF52K949413155	7M	2004	Chevy	Impala
2FAFP71W65X169844	11M	2005	Ford	Crown Vic
2FAFP71WX5X169846	12M	2005	Ford	Crown Vic
2FAFP71W15X169850	16M	2005	Ford	Crown Vic
2FAFP71W75X110009	10M	2005	Ford	Crown Vic
2FAFP71W75X110012	3M	2005	Ford	Crown Vic
2FAFP71WX6X162431	17M	2006	Ford	Crown Vic
2FAFP71W26X162438	9M	2006	Ford	Crown Vic
2FAFP71W96X162436	3-R	2006	Ford	Crown Vic
1FMEU73E97UB77431	2-M	2007	Ford	Explorer
2G1WS55R579398162	11-D	2007	Chevy	Impala
1FMEU73E07UB77432	4-M	2007	Ford	Explorer
2FAFP71V68X105475	15M	2008	Ford	Crown Vic

VIN#	VEHICLE NUMBER	YEAR	MANUFACTURER	VEHICLE/EQUIPMENT DESCRIPTION
2FAFP71V98X180588	8-R	2008	Ford	Crown Vic
2FAFP71V08X180592	2-R	2008	Ford	Crown Vic
2FAFP71V98X180591	14-M	2008	Ford	Crown Vic
2FAFP71V68X180595	6-R	2008	Ford	Crown Vic
2FAFP71VX8X105477	5-R	2008	Ford	Crown Vic
2FAFP71V98X104496	7-B	2008	Ford	Crown Vic
2FAFP71V78X180590	7-R	2008	Ford	Crown Vic
2FAFP71V28X180593	15-B	2008	Ford	Crown Vic
2FAFP71V48X105474	16-A	2008	Ford	Crown Vic
2FAFP71V58X104494	5-A	2008	Ford	Crown Vic
2FAHP71V29X147233	4-R	2009	Ford	Crown Vic
2FAHP71V49X147234	14-A	2009	Ford	Crown Vic
2FAHP71V09X147232	18-B	2009	Ford	Crown Vic
2G1WT57K091322704	9-D	2009	Chevy	Impala
1FMEU7DEXAUA28287	5-M	2010	Ford	Explorer
2FABP7BV8AX143678	16-B	2010	Ford	Crown Vic
2FABP7BV6AX143677	21-B	2010	Ford	Crown Vic
2FABP7BV4AX143676	28-B	2010	Ford	Crown Vic
2FAFP71W94X104386	13MZ	2004	Ford	Crown Vic
2FAFP71W35X110007	14MZ	2005	Ford	Crown Vic

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Manufacturer	Model	Serial#
APC	Symmetra	Edo329000034

COMMENTS FROM THE PUBLIC

ADJOURNMENT