RESOLUTION NO. R-24-18

A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPSUSA, LLC.

WHEREAS, the Village of Campton Hills (the "Village") is a duly organized an existing municipal corporation created under the provisions of the laws of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, the Village desires to utilize GovTempsUSA, LLC., a municipal government employment firm, to assist the Village with the placement of Finance Consultant to serve the Village; and

WHEREAS, the Village desires to enter into an agreement with GovTempsUSA, LLC. to provide such services (the "Agreement"); and

WHEREAS, the Village President and Board of Trustees have determined it is in the best interest of the Village to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement and Execution of Documents. The Village President and Board of Trustees hereby approve the Agreement, attached hereto as Exhibit A and incorporated herein, and further authorize and direct the Village President and the Village Clerk, or her designee, to: (1) execute on behalf of the Village the attached Agreement, and (2) after consulting with the Village Attorney, execute and deliver all other instruments, documents and forms, and to take such other actions, as are necessary to effectuate the terms of the Agreement.

SECTION 3: Payment and Execution of Documents. The Village President and Board of Trustees also authorize and direct the Village Treasurer, the Village Administrator, the President and the Village Clerk, or their designees, to execute and deliver all other instruments and documents and to pay all costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution, the Village Clerk, or her designee, shall retain a certified copy of this Resolution for record retention purposes.

SECTION 5: Effective Date. This Resolution shall become effective after its passage and approval as provided by State law.

ADOPTED this 16th day of July, 2024 pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Nicolas Boatner	_____	X	_____	_____
Trustee Janet Burson	X	_____	_____	_____
Trustee Jim McKelvie	X	_____	_____	_____
Trustee Mike Millette	X	_____	_____	_____
Trustee Ed Muncie	_____	_____	X	_____
Trustee Tom Williams	X	_____	_____	_____
President Barbara Wojnicki	_____	_____	_____	_____

Barbara Wojnicki

_____

Barbara Wojnicki, Village President

ATTEST:

Tracy Johnson

_____

Tracy Johnson, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE

I, Tracy Johnson, Clerk of the Village of Campton Hills, in the County of Kane and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-24-18

A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPSUSA, LLC.

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Campton Hills at a Regular Village Board Meeting on the 16th day of July, 2024, at which meeting a quorum was present, and approved by the President of the Village of Campton Hills on the 16th day of July, 2024.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Campton Hills was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Campton Hills, and that the result of said vote was as follows, to-wit:

AYES: Trustees Boatner, Burson, McKelvie, Millette, Williams

NAYS:_____

ABSENT: Muncie

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Campton Hills, this 16th day of July, 2024.

Tracy Johnson

_____
Tracy Johnson, Village Clerk

[SEAL]

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **VILLAGE OF CAMPTON HILLS** (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") each 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 modified from time to time by an amended Exhibit **A** signed by both GovTemps and the Client. GovTemps 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 which removal or reassignment shall 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, to the extent applicable and /or required by law, 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 GovTemps and 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. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

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 Employees. 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).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, 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 with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

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.

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. 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.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, 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 the Client its officials and employees 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. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned

Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

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. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure 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 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, temporary or contracted employee.

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") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) 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; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

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 that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or 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 bc 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, and 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, or any other causes beyond the control of GovTemps.

SECTION 9
DISPUTE RESOLUTION

Section 9.01.

Mandatory Mediation/Arbitration.

(a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.

(b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.

(c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof ("the Mediation Claim"), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the

contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

(d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

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/MGT CONSULTING
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com

If to Client:

Village of Campton Hills
40W270 LaFox Road – Suite B
Campton Hills, IL 60175
Mark Rooney, Village Manager
Telephone:
E-Mail: mrooney@camptonhills.illinois.gov

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

GOVTEMPSUSA, A division of MGT of AMERICA CONSULTING, LLC

By _____

Name: A. Trey Traviesa
Title: CEO – GovTemps/MGT Consulting

EFFECTVE DATE: June 21, 2024

CLIENT

By _____
Name: J MARK BRADEY
Title: Village Administrator

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Susan Griffin

POSITION/ASSIGNMENT: Finance Consultant

TERM OF POSITION: June 21, 2024 – August 2, 2024. Upon mutual agreement of both parties, the agreement may be extended up to October 4, 2024.

BASE COMPENSATION: $120.70/hour. Hours worked and work schedule will be determined by client and employee. It is anticipated employee will work on average 15-24 hours/week. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.

OTHER: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee has been advised to coordinate any leave requests with the client. Time off for paid leave paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

GOVTEMPS/MGT of AMERICA CONSULTING, LLC

By: _____

Date: 6/24/2024

CLIENT:

By: Barbara Wojnicki

Date: 06-21-2024

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

DOES NOT APPLY