AGENDA

GENERAL GOVERNMENT COMMITTEE

General Government Committee: January 9, 2025 at 7:00 PM

Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. November 7, 2024 General Government Committee Meeting Minutes

C. Public Comment

D. New Business

1. Agreement for Consulting Services with MGT Impact Solutions, LLC
2. IRMA Alternate Delegate Resolution
3. DuPage Mayors and Managers Conference 2025 Legislative Action Program and Sample Resolution

E. Other Business

F. Adjournment

G. Schedule Next Committee Meeting

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

NOVEMBER 7, 2024
GENERAL GOVERNMENT COMMITTEE MEETING MINUTES

Present

Chair James Tyrrell, Member Phil Nawrocki, Village Manager Baer, Deputy Village Manager Biernacki, Director Valone, Director Mastandona, Deputy Village Clerk Izzo

Electronic Participation: None.

Call to Order

Chair Tyrrell moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a voice vote. The General Government Committee meeting was called to order at 7:00 p.m.

Public Comment

None.

Agenda Items

Approval of Minutes – October 2, 2024, Committee Meeting
Chair Tyrrell made a motion to approve the minutes of the October 2, 2024 General Government Committee meeting as read, seconded by Member Nawrocki. The motion passed on a voice vote.

Refuse/Recycling Contract
Deputy Manager Biernacki informed the committee that we are working through a new agreement with LRS Recycling, along with our Village attorney Mike Jurusik, and plan to bring the updated agreement to the Board of Trustees in December.

FY 2025 Budget
Director Mastandona indicated that the Board of Trustees will be receiving a draft budget proposal next week for review before the budget and levy hearings taking place on December 2, 2024. Director Mastandona discussed the assumptions used for salaries, benefits and the IMRF. Deputy Manager Biernacki discussed highlights from the Board of Trustees budget, the Village Manager's Office budget, IT Management Services Capital Budget, and the Communications Operating Budget.

Adjourn
Chair Tyrrell motioned to adjourn the meeting, seconded by Trustee Nawrocki. Motion passed on a voice vote. Meeting was adjourned at 7:38 p.m.

Respectfully submitted,

Deputy Village Clerk

AGENDA ITEM SUMMARY
GENERAL GOVERNMENT COMMITTEE
General Government Committee: January 9, 2025

AGENDA ITEM D.1.

To: General Government Committee
From: Casey Biernacki, Deputy Village Manager
CC: Ellen Baer, Village Manager
RE: Agreement for Consulting Services with MGT Impact Solutions, LLC

Recommendation
Staff recommends the approval of the attached contract with MGT Impact Solutions LLC. for the use of human resources consulting services.

Summary
Attached for consideration by the General Government committee is an extension of contract services with MGT Impact Solutions LLC., formally known as GovTemps USA, for the use of Human Resources Project Manager services with Stephana Przybylski. The Village has utilized this consulting service since 2022 for assistance with recruitment, employee training, and special projects. Staff recommends the contract be approved for 2024/2025. Staff may also bring additional amendments to the contract for additional special project assistance in the Department of Finance and Department of Recreation.

Financial Impact
The annual average cost for these services varies based on need but has averaged between $10,000 - $15,000, per year. This item was budgeted for FY2025.

Recommended Motion
Motion to move this item to the Village Board for consideration.

Strategic Plan Alignment
- Organizational Development

File Attachments
1. DRAFT MGT Contract for 2025

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Western Springs** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT 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 MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT 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 MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT 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 MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT 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, MGT 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 MGT for the workers compensation claims of the Assigned Employee(s) and MGT 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 MGT 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. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** MGT 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 MGT under Section 3.01 of this Agreement.

Section 2.04. **Maintenance and Retention of Payroll and Benefit Records**. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT 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 MGT**. MGT 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 MGT's internal and external loss control specialists, MGT's 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 MGT's workers' compensation carrier. MGT 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 workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT 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 MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT 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 MGT 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.

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

SECTION 3
FEES PAYABLE TO MGT

Section 3.01. The Client will pay MGT fees for the services provided under this Agreement as fully identified in Exhibit A, as amended.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT 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 MGT 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, MGT 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 MGT 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) MGT shall 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) and agrees to respond to or defend against any such losses. The Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT 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 MGT 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, MGT 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, MGT 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, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6
NON-SOLICITATION

Section 6.01. **Non-Solicitation**. The Client acknowledges MGT's 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 MGT, 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 MGT 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 MGT 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 MGT.** MGT 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) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT 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 MGT or any of the MGT 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 MGT 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 MGT 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 MGT's 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, 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. MGT 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 MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

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. Venue and jurisdiction for any action under this Agreement is Cook County. 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 MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue
Western Springs, Illinois 60588
Attn: Ellen Baer
708-927-7211 - ebaer@wsprings.com

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

MGT IMPACT SOLUTIONS, LLC

By ______________________________
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTVE DATE: January 6, 2025

CLIENT

By ______________________________
Name:______________________________
Title: ______________________________

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: January 6, 2025 – January 2, 2026

BASE COMPENSATION: $105.85/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average no more than 10 hours/week. Work hours performed for the week should be reported to MGT on the Monday following the prior work week.

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.

MGT IMPACT SOLUTIONS, LLC	**CLIENT:**
By:____________________________	By:____________________________
Date:__________________________	Date:__________________________

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

AGENDA ITEM SUMMARY
GENERAL GOVERNMENT COMMITTEE
General Government Committee: January 9, 2025

AGENDA ITEM D.2.

To: General Government Committee
From: Casey Biernacki, Deputy Village Manager
CC: Ellen Baer, Village Manager
RE: IRMA Alternate Delegate Resolution

Recommendation
Staff recommends the General Government committee consider the attached resolution to identify Jill Izzo as the Alternate Delegate for IRMA.

Summary
The Intergovernmental Risk Management Agency (IRMA) requires that municipalities appoint a delegate and alternate delegate to represent their communities. The delegates represent the Village as members of the IRMA Board of Directors and act as the risk management contacts.

The attached draft resolution states that Casey Biernacki, Deputy Village Manager remain as the IRMA delegate and Jill Izzo, Deputy Village Clerk, be appointed as the alternate delegate.

Financial Impact
None.

Recommended Motion
Motion to move this item to the Village Board for consideration.

Strategic Plan Alignment
- Organizational Development
- Financial Stability

File Attachments
1. DRAFT IRMA Alternate and Delegate Resolution

RESOLUTION NO. _______________

A RESOLUTION APPOINTING
A DELEGATE AND ALTERNATE DELEGATE
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)

WHEREAS, the Village of Western Springs is a member of the Intergovernmental Risk Management Agency (IRMA); and

WHEREAS, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to represent the Village of Western Springs on the Board of Directors of said Intergovernmental Agency;

BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1. Casey Biernacki, Deputy Village Manager, of the Village of Western Springs, is hereby appointed as delegate to represent the Village of Western Springs on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2. Jill Izzo, Deputy Village Clerk of the Village of Western Springs, is hereby selected as the alternative representative to serve if Casey Biernacki is unable to carry out his aforesaid duties as the representative of the Village of Western Springs to said Intergovernmental Risk Management Agency.

PASSED by the Board of Trustees of the Village of Western Springs, Illinois, this 27th day of January 2024.

AYES: ____

NAYES: ____

ABSENT: ____

APPROVED by me this 27th day of January, 2024.

____
Heidi Rudolph, Acting Village President

ATTEST:

____
Ed Tymick, Village Clerk

AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: January 9, 2025

AGENDA ITEM D.3.

To: General Government Committee
From: Ellen Baer, Village Manager
CC: Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk
RE: DuPage Mayors and Managers Conference 2025 Legislative Action Program and Sample Resolution

Recommendation

Consideration of a recommendation to approve a Resolution in support of the 2025 DuPage Mayors and Managers Legislative Action Program

Summary

The Village of Western Springs is an Associate member of the DuPage Mayors and Manager Conference (DMMC) while still maintaining full membership in the West Central Municipal Conference (WCMC). Each year the councils of government prepare legislative priorities to guide lobbying efforts and communication with the legislators representing our area. Members of the DuPage Mayors and Managers Conference were asked to consider a Village Board approved Resolution endorsing the 2025 Legislative Program. The 2025 Legislative Program is attached and the DMMC Legislative Dinner will be held on January 15, 2025.

The WCMC will be finalizing the Conference legislative priorities in the coming weeks in anticipation of the Legislative Breakfast held on February 8, 2025.

Financial Impact

Legislative action has direct impact on current and future revenue and expenditures of local governments.

Recommended Motion

I move to recommend approval of a Resolution in support of the 2025 Legislative Program as presented by the DuPage Mayors and Managers Conference.

Strategic Plan Alignment

File Attachments

1. 2025 LAP_Final

2. Resolution to Support DMMC 2025 LAP

DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2025 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

Municipal Revenues and Unfunded Mandates

Per-capita funding through the Local Government Distributive Fund (LGDF) benefits all municipalities, supporting community services such as infrastructure, social services, public safety pensions, and unfunded mandates such as lead service line replacement. LGDF allows local officials to invest locally generated revenue where it is needed most without raising taxes.

Unfunded mandates preempt local control and divert revenue from essential programs and services our communities rely upon.

Freedom of Information Act and Open Meetings Act

Common sense changes to the Freedom of Information Act, such as adopting the federal definition of commercial requests & requiring a conviction for the public release of body camera arrest footage to protect citizens' privacy, will preserve transparency & mitigate the abuse of FOIA for entertainment & profit.

Open Meetings Act changes to allow remote meetings of committees and advisory boards that refer final action to another decision-making body will increase efficiency, transparency, and public participation.

Sustainable Public Pension Systems

Municipalities take pride in generously compensating our heroic first responders and dedicated employees for their service to the community. "Safe Harbor" for municipal police and firefighters was fully addressed in 2019, and taxpayers are beginning to see the benefits of Tier 2 and the consolidation of downstate public safety pension funds.

Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police, fire, and IMRF.

Transportation and Infrastructure

Investments in local infrastructure and a robust, reliable, and affordable public transit system are critical for the prosperity of our region. Legislation to reform public transportation must prioritize consensus-driven governance, local control, equitable service levels across the region, and a sustainable funding model.

Municipal representation in transit governance must be preserved and strengthened to align regional decision-making with the needs of our communities.

DuPage Mayors and Managers Conference | www.dmmc-cog.org | (630) 571-0480

For more information on our legislative priorities, please contact Suzette Quintell at squintell@dmmc-cog.org.

DRAFT 01.13.2025
RESOLUTION NO. 25-
VOTE:
AYES:____________________________
NAYS:____________________________
DATE: January 13, 2025

OTHER: None.

A RESOLUTION TO SUPPORT THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2025 LEGISLATIVE SESSION

WHEREAS, the Village of Western Springs is an Associate member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to further protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on November 20, 2024 the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2025 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Western Springs, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Western Springs regarding legislative positions that may be presented in official capacity in the General Assembly or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the Village of Western Springs hereby supports the DuPage Mayors and Managers Conference 2025 Legislative Action Program which includes the following listed legislative priorities:

1. Municipal Revenues and Unfunded Mandates
2. Sustainable Public Pension Systems
3. Freedom of Information Act and Open Meetings Act
4. Transportation and Infrastructure

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Western Springs, to the Office of the Governor, and to all department heads in the Village of Western Springs.

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Heidi Rudolph, Village President

ATTEST:

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Edward Tymick, Village Clerk