



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, DECEMBER 18, 2014
6:40 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

COMMITTEE MEMBERS

L. Crawford
J. Broda
W. Murphy
J. B. Webb
J. Zay

- I. Roll Call
- II. Approval of Minutes of the October 16, 2014 Regular Committee Meeting
- III. Consulting Services Agreement – John J. Millner
- IV. Other
- V. Adjournment

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All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

**MINUTES OF A MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, OCTOBER 16, 2014
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

The meeting was called to order at 6:40 P.M.

Committee members in attendance: J. Broda, L. Crawford, J. B. Webb and J. Zay (*ex officio*)

Committee members absent: W. Murphy

Also in attendance: J. Spatz (arrived 6:41 P.M.), F. Frelka and J. Rodriguez

Chairman Zay moved to approve the Minutes of the August 21, 2014, Administration Committee meeting. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Spatz reviewed Resolution R-26-14, specifically the amounts contributed to staff in their Health Savings Accounts, which decreased from the prior year's contributions to reduce the overall insurance cost increase for the Commission. For employees that elect self-only coverage, the Commission will contribute \$2,250.00. For employees that elect family (employee + 1) coverage, the Commission will contribute \$4,250.00. He noted that the Commission's rates have only increased 11% over the past five years.

He noted that a staff meeting was held to review and explain how the 2015 increased rates would be shared between the Commission and employees. It was a consensus among the employees to keep the grandfathered plans instead of obtaining any of the new metallic plans.

Chairman Zay confirmed with General Manager Spatz that open enrollment would start on November 1, 2014.


After some discussion, it was the consensus of the Committee members present to recommend to the full board Resolution R-26-14.

Commissioner Broda moved to adjourn the meeting at 6:48 P.M. Seconded by Chairman Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: December 11, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Contract Agreement	APPROVAL 
<p>Account Number: 01-60-6280</p> <p>To retain the consulting services of John J. Millner and Associates, Inc. for another year. Agreement between DuPage Water Commission and John J. Millner and Associates, Inc., for consulting services in an amount not to exceed \$24,000.00 for a term beginning January 1, 2015 and ending December 31, 2015. (see attached agreement)</p>	
<p>MOTION: To authorize the Execution of a Consulting Agreement with John J. Millner and Associates, Inc. in an amount not to exceed \$24,000.00.</p>	

CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of January 2015, between JOHN J. MILLNER AND ASSOCIATES, INC. ("JJM") having its principal place of business, at 2700 International Drive, Suite 100, West Chicago, IL 60185 and DUPAGE WATER COMMISSION having its principal place of business at 600 E. Butterfield Rd., Elmhurst, IL 60126.

IN CONSIDERATION of DUPAGE WATER COMMISSION, retaining JJM, it is agreed as follows:

I. COMPENSATION AND TERMS

DUPAGE WATER COMMISSION retains JJM and JJM hereby agrees to represent DUPAGE WATER COMMISSION in the capacity of "lobbyist/consultant", before the Illinois General Assembly and the executive levels of state and local government.

The term of this Agreement is as follows:

\$ 24,000.00
(4 quarterly payments of \$6,000.00)
January 1, 2015 – December 31, 2015

II. WARRANTIES BY JOHN J. MILLNER AND ASSOCIATES, INC.

JJM represents and warrants to DUPAGE WATER COMMISSION that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. JJM further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

III. INDEPENDENT CONTRACTOR

JJM acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. JJM shall not enter into any contract or commitment on behalf of DUPAGE WATER COMMISSION, JJM further acknowledges that they are not considered an affiliate or subsidiary of DUPAGE WATER COMMISSION, and are not entitled to any of DUPAGE WATER COMMISSION employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

IV. BUSINESS PRACTICES

JJM hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any inter-

mediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

JJM recognizes and acknowledges that this Agreement creates a confidential relationship between JJM and DUPAGE WATER COMMISSION and that information concerning DUPAGE WATER COMMISSION, or its operation, whether written or oral, is confidential in nature. All such information concerning DUPAGE WATER COMMISSION is hereinafter collectively referred to as "Confidential Information". JJM will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which JJM may acquire or develop in connection with or as a result of the performance of this agreement. JJM further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. GRANT

JJM agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of DUPAGE WATER COMMISSION, and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without DUPAGE WATER COMMISSION, prior written consent. Any rights granted to JJM under this Agreement shall not affect DUPAGE WATER COMMISSION, exclusive ownership of the work product.

IN WITNESS WHEREOF, DUPAGE WATER COMMISSION, and JJM do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, DUPAGE WATER COMMISSION, and JJM, have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

DUPAGE WATER COMMISSION

JOHN J. MILLNER AND ASSOCIATES, INC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____