



DuPage Water Commission

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

AGENDA

ADMINISTRATION COMMITTEE
THURSDAY, May 21, 2015
6:40 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

L. Crawford - Chair
J. Broda
J. Fennell
D. Novotny
J. Zay

- I. Roll Call
- II. Approval of Minutes of the April 16, 2015 Regular Committee Meeting
- III. Request For Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.
- 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.

DRAFT

**MINUTES OF A MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 16, 2015
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

The meeting was called to order at 6:42 P.M.

Committee members in attendance: J. Broda, J. Fennell, and D. Novotny

Committee members absent: L. Crawford and J. Zay

Also in attendance: F. Frelka and J. Rodriguez

Commissioner Broda moved to approve the Minutes of the March 19, 2015, Administration Committee meeting. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With no further discussion items, Commissioner Broda moved to adjourn the meeting at 6:43 P.M. Seconded by Commissioner Fennell and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	APPROVAL	

Account Number 01- 60-6280

An Agreement between the DuPage Water Commission and Reach HR Consulting for Human Resource Services at a rate of \$100.00 per hour, as needed. (see attached agreement). Suspending the purchasing procedures will be needed because the dollar amount will exceed the General Manager's authority level.

The Commission will be utilizing the services of Reach HR Consulting to assist the Commission on a compensation analysis to include researching market data on Commission positions, policy development and administration, employee relations and training, and other requests as needed. This agreement will be for two years.

MOTION: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 21st day of May, 2015 between the DuPage Water Commission (the "Commission"), 600 East Butterfield Road, Elmhurst, IL 60126 and Reach HR Consulting (the "Consultant"), 2487 W. Branch Ct., Naperville, IL 60565.

1. **SCOPE OF SERVICES.** On an as-needed basis, to be determined by the General Manager, John Spatz, Reach HR Consulting will provide services such as:

- A. Compensation Analysis to include researching market data on Commission positions as requested
- B. Policy development and administration
- C. Employee relations and training as requested
- D. Other general Human Resources services as may be requested that are generally provided by said Consultant

2. **TERM OF AGREEMENT.** This Agreement shall be effective from the date set forth above and shall terminate on May 20, 2017; provided, however, that either party may terminate this Agreement prior to such date upon giving the other party fourteen (14) days advance written notice at the address set forth above for such party (or such other address as the party may specify).

3. **COMPENSATION.** Payment shall be to the Consultant at an hourly rate of \$100. An itemized monthly invoice based on actual work performed will be submitted by the Consultant.

4. **INDEPENDENT CONSULTANT.** The parties intend that an independent contractor relationship will be created by this Agreement. The Commission is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Nothing in this Agreement is intended to, or should be construed to create an employment relationship. The Consultant shall not be considered an agent or employee of the Commission for any purpose and shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement.

5. **CONFIDENTIALITY.** The Consultant agrees that any information which concerns the personal, financial or other affairs of the Commission will be treated in full confidence and will not be revealed to any other persons, firms or organizations, except as otherwise required by law. Upon termination of this Agreement, the Consultant will return to the Commission all records, notes, documentation and other items that were used, created, or controlled by the Consultant.

6. **EMPLOYMENT OF OTHERS.** The Commission may request that the Consultant arrange for the services of others. All costs for those services will be paid by the Commission, but in no event shall the Consultant employ others on behalf of the Commission without the prior authorization of the Commission. Any services requiring legal counsel should receive legal review and this may be arranged jointly by the parties.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Commission, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Commission, its officials, agents, employees and

volunteers, arising in whole or in part or in consequence of the performance of this Agreement by the Consultant, its employees, or sub Consultants, or which may in anyway result therefore, except that arising out of the sole legal cause of the Commission, its officials, agents, employees and volunteers. The Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Commission, its officials, agents, employees and volunteers, in any such action, the Consultant, shall, at its own expense, satisfy and discharge the same.

8. **INSURANCE.** The Consultant shall maintain commercial general liability coverage against death, bodily injury and property damage in an amount of at least \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, and shall include the Commission, its officers, agents and employees as additional insured. The Consultant shall also maintain workers compensation insurance in the amount required by law.

9. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Equal Employment Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/2-105) and the rules and regulations of the Illinois Department of Human Rights.

10. **FREEDOM OF INFORMATION ACT.** The Commission is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Commission to provide, if requested to do so by any person, copies of documents that may be in the Consultant's possession and related to this Agreement. As a condition of this Agreement, the Consultant agrees to and shall provide to the Commission, copies of any and all such documents when directed to do so by the Commission. All such documents shall be delivered to the Commission NO LATER THAN five (5) working days after the date of the Commission's direction to provide such documents. Failure of the Consultant to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Commission to the Consultant which shall be paid immediately by the Consultant upon demand of the same by the Commission.

11. **LITIGATION.** This Agreement shall be enforceable in a court of competent jurisdiction by either of the parties hereto by any appropriate action at law or in equity. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

12. **ENTIRE AGREEMENT.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

13. **AMENDMENT.** Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

14. **SEVERABILITY.** If any article, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

15. GOVERNING LAW. This Agreement and the rights of the parties hereto shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

DUPAGE WATER COMMISSION

By: _____
Its _____

(Seal)

Attest:

By: _____
Clerk

REACH HR CONSULTING

By: _____
Its _____