



# DuPage Water Commission

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

## AGENDA

**ADMINISTRATION COMMITTEE  
THURSDAY, JANUARY 16, 2020  
6:15 P.M.**

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

## COMMITTEE MEMBERS

J. Healy- Chair  
J. Broda  
D. Novotny  
R. Obarski  
J. Zay

- I. Roll Call
- II. To approve the Minutes of the November 21, 2019 Regular Scheduled Committee Meeting
- III. Resolution No. R-9-20: A Resolution Suspending Purchasing Procedures and Approving Requisition 64272 for the Purchase of New HPE 10GB Switches from IT Savvy, LLC at the January 16, 2020 DuPage Water Commission Meeting (**IT Savvy, LLC in the estimated amount of \$15,000.00**)
- IV. Request for Board Action – To authorize the General Manager to enter into a Consulting Agreement with **John J. Millner and Associates, Inc.**, subject to negotiation of acceptable terms, **in an amount not to exceed \$30,000.00.**
- V. Request for Board Action – To authorize the Execution of a Consulting Agreement with **Rory Group, LLC.**, for a one-year period, **in an amount not to exceed \$20,000.00.**
- VI. Request for Board Action – To approve Requisition No. 64223 in the amount of **\$55,326.25 to Infor Global Solutions Inc.**
- VII. Other
- VIII. 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, NOVEMBER 21, 2019  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS 60126**

Commissioner Broda called the meeting to order at 6:20 P.M.

Committee members in attendance: J. Broda, J. Healy, R. Obarski, K. Rush and J. Zay

Committee members absent: none

Also in attendance: D. Cuvalo, F. Frelka, J. Rodriguez and J. Spatz

Commissioner Obarski moved to approve the Minutes of the September 19, 2019 Administration Committee meeting. Seconded by Commissioner Rush and unanimously approved by a Voice Vote.

With regards to Resolution No. R-49-19: Amending Resolution R-53-04 to Amend Authorized Credit Card Users at the November 21, 2019 DuPage Water Commission Meeting; General Manager Spatz stated that this is needed since currently the General Manager and Manager of Operations are cardholders. With Manager of Operations McGhee's retirement, a secondary staff member is needed as a cardholder.

General Manager Spatz stated that some employees inquired with Chairman Zay and himself as to reconsider the military ordinance regarding obtaining additional military service through IMRF. The current ordinance states that two years of military service are allowed to add to IMRF as service credit for pension and service years. He stated that he will confirm with the employee how many additional years he was looking to obtain.

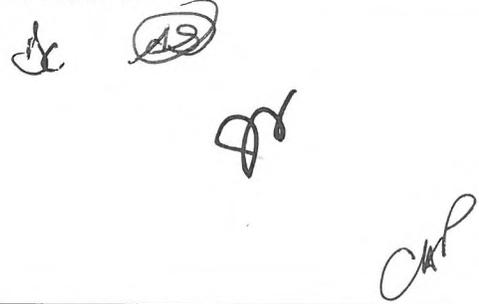
With no further discussion, Commissioner Broda moved to adjourn the meeting at 6:23 P.M. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DATE: December 16, 2019

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Administration
<b>ITEM</b>	<p>A Resolution Suspending Purchasing Procedures and Approving Requisition 64272 for the purchase of new HPE 10 Gb Switches from IT Savvy, LLC. at the January 16, 2020 DuPage Water Commission Meeting.</p> <p>Resolution No. R-9-20</p>	<p><b>APPROVAL</b></p> 	
<p>Account Number: 01-60-771200 Estimated at \$15,000.00</p> <p>Resolution No. R-9-20 would suspend purchasing procedures and approve requisition 64272 in the amount estimated at \$15,000.00 thereby authorizing staff to purchase new HPE 10 Gb switches and equipment to upgrade current switches to support the new HPE Storage Area Network (SAN) system from IT Savvy, LLC as listed.</p> <p>Suspension of purchasing procedures for this purchase is in the best interest of the Commission as our new Storage Area Network (SAN) system requires switches with 10 Gb capabilities. Our current switches are only capable of 1 Gb speeds which cannot support the new SAN system that is being installed. The switches that are being replaced were installed in 2013 and have a life span of 5-7 years, which they are now at end of life. ITSavvy and Hewlett-Packard (HP), who are installing the SAN system, require switches with 10 Gb capabilities to support the new system. It is advantageous to replace the switches as they are at end of life and upgrading them to 10 Gb capabilities will allow for the seamless integration of the new SAN.</p> <p>The hardware listed in requisition 64272 would be used in the upgrading of the Commission's existing storage area network (SAN) system. This will involve installation of four HPE 10 Gb Switches divided between the pumping station and generator facility. The goal is to increase network reliability and capacity with data mirrored in two locations with automatic failover capability using VMware virtual server and SAN management software.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-9-20.</p>			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-9-20

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING  
REQUISITION 64272 FOR THE PURCHASE OF NEW HPE 10 GB SWITCHES FROM  
IT SAVVY, LLC. AT THE JANUARY 16, 2020  
DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from IT Savvy LLC, dated as of December 16, 2019, in the amount estimated at \$15,000.00 for new 10 Gb HPE Switches as requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the price quotation offered by IT Savvy LLC to supply HPE 10 Gb Switches as requested by Commission staff;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth.

SECTION TWO: The price quotation of IT Savvy LLC, dated as of December 16, 2019, for a new HPE 10 Gb Switches as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water

Resolution No. R-9-20

Commission and the requisition 64272 in the amount estimated at \$15,000.00 necessary to effect purchase of said hardware is hereby approved without further act.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/2020/R-9-20.doc

Exhibit



ITsavvy LLC  
 313 South Rohlwing Road  
 Addison, IL 60101  
 www.ITsavvy.com

IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND

Quote Details	
Quote #:	3302382
Date:	11/25/2019
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

**Bill To:**  
 ACCT #: 550938  
 DuPage Water Commission  
 Accounts Payable  
 600 East Butterfield Road  
 Elmhurst, IL 60126  
 United States  
 630-516-1918

**Ship To:**  
 DuPage Water Commission  
 Mike Hughes  
 600 E Butterfield Rd  
 Elmhurst, IL 60126-4642  
 United States  
 630-516-1918

**Client Contact:**  
 Dennis Cuvalo  
 (P) 630-834-0100  
 cuvalo@dpwc.org

**Client Executive:**  
 Jim Mundall  
 (P) 630.396.6311  
 (F) 630.396.6322  
 jmundall@ITsavvy.com

**Description:** HPE 10Gb Upgrade

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>HPE OfficeConnect 1950 12XGT 4SFP+</b> Switch - 12 x 10GBase-T + 4 x 1 Gigabit / 10 Gigabit SFP+ - desktop, rack-mountable	20128216	Y	3	\$1,244.42	\$3,733.26
2 <b>HPE</b> Expansion module - 2 ports	14064912	Y	1	\$394.33	\$394.33
3 <b>HPE Aruba</b> SFP+ transceiver module - 10 GigE - 10GBase-SR - SFP+ / LC multi-mode - up to 984 ft - for HPE Aruba 2540 48, 2920, 2930M 24, 2930M 40, 2930M 48, 3800, 83XX, MACsec Advanced Module	20774925	Y	8	\$418.19	\$3,345.52
4 <b>HPE 530T</b> Network adapter - PCIe 2.0 x8 - 10Gb Ethernet - for ProLiant DL20 Gen10, DL360 Gen10, DL380 Gen10, ML350 Gen10; SimpliVity 325 Gen10	14052766	Y	3	\$531.29	\$1,593.87
5 <b>HPE 562FLR-SFP+</b> Network adapter - PCIe 3.0 x8 - 10 Gigabit SFP+ x 2 - for ProLiant DL20 Gen10, DL360 Gen10, DL380 Gen10, DL385 Gen10, DL580 Gen10, XL450 Gen10	16897704	Y	3	\$445.54	\$1,336.62
6 <b>HPE Aruba Direct Attach Copper Cable</b> 10GBase direct attach cable - SFP+ (M) to SFP+ (M) - 10 ft - twinaxial - passive - for HPE Aruba 2930F 24G, 2930F 48G, 2930M 24, 8320, 8325-48Y8C	20774930	Y	1	\$91.15	\$91.15
7 <b>HPE</b> Network stacking module - stacking - 2 ports - for HPE Aruba 2920-24G, 2920-24G-PoE+, 2920-48G, 2920-48G-PoE+	14064914	Y	1	\$379.78	\$379.78
8 <b>HPE</b> Stacking cable - 3.3 ft - for HPE Aruba 2920-24G, 2920-24G-PoE+, 2920-48G, 2920-48G-PoE+, 2930M 24	14064916	Y	2	\$107.12	\$214.24
9 <b>AddOn 1m LC OM3 Aqua Patch Cable</b> Patch cable - LC/UPC multi-mode (M) to LC/UPC multi-mode (M) - 1 m - fiber optic - 50 / 125 micron - OM3 - halogen-free - aqua	14291492	Y	3	\$18.11	\$54.33
10 <b>AddOn 15m LC OM3 Aqua Patch Cable</b> Patch cable - LC/UPC multi-mode (M) to LC/UPC multi-mode (M) - 15 m - fiber optic - 50 / 125 micron - OM3 - halogen-free - aqua	14291490	Y	2	\$34.12	\$68.24
11 <b>ITsavvy-ASG Professional Svc</b> Details Specified in Proposal #73314	ASG-ES-ENG	N	1	\$3,613.71	\$3,613.71

Fair Market Value		\$1 Buy Out	
36 Month FMV / MO	60 Month FMV / MO	36 Month \$1 / MO	60 Month \$1 / MO
\$444.35	\$295.18	\$495.27	\$319.04

Subtotal:	\$14,825.05
Shipping:	\$0.00
Tax:	Exempt
<b>TOTAL:</b>	<b>\$14,825.05</b>

Lease estimates are based upon final individual credit review and approval. Your final payment options may be higher / lower based upon credit review. Payments do not include sales tax. Other lease terms are also available. Contact us to learn more.

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_

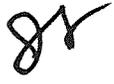
Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DATE: January 9, 2020

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Administration Committee	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> Contract Agreement	<b>APPROVAL</b>  
Account Number: 01-60-628000	
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 \$30,000.00 for a term beginning January 1, 2020 and ending December 31, 2020. (see attached agreement)	
<b>MOTION:</b> To authorize the Execution of a Consulting Agreement with John J. Millner and Associates, Inc. in an amount not to exceed \$30,000.00.	

## CONTRACTUAL AGREEMENT

This Agreement is made on the 1<sup>st</sup> day of January 2020, 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 "consultant", before the Illinois General Assembly and the executive levels of state and local government.

The term of this Agreement is as follows:

\$ 30,000.00  
(4 quarterly payments of \$7,500.00)  
January 1, 2020 – December 31, 2020

### 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.

VII. TERMINATION OF AGREEMENT

DUPAGE WATER COMMISSION may, with or without cause, terminate this Agreement upon the giving of thirty (30) days prior written notice to the Consultant. In the event of such termination, the Consultant shall be compensated on a pro-rata basis through the date of termination.

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: \_\_\_\_\_

DATE: January 2, 2020

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Administration Committee	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> Contract Agreement	<b>APPROVAL</b>  
Account Number: 01 -60-628000	
To extend the Agreement between DuPage Water Commission and Rory Group, LLC., for consulting services in an amount not to exceed \$20,000.00 for one additional year (see attached agreement)	
<b>MOTION:</b> To Authorize the Execution of a Consulting Agreement with Rory Group, LLC., for a one-year period, in an amount not to exceed \$20,000.00.	

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (“Agreement”) is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the “Consultant”) and the Du Page Water Commission (the “Company”) as of the 1 day of November, 2019.

**WHEREAS**, the Company wishes to obtain the benefits of Consultant’s experience and know-how in connection with the operation of Company's development business; and

**WHEREAS**, the Company wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to the Company on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Consultant agree as follows:

**1. Consulting Services.**

a. The Company hereby engages Consultant as a consultant to the Company, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) provide support for sales and marketing; (2) troubleshoot on existing projects; and (3) provide compliance support (4) perform such other additional services as may be assigned to Consultant from time to time by the Company including, but not limited to, lobbying activities and market place expansion.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the President of the Company and/or the Company's CEO or other designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.

c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Company, or otherwise bind the Company, in any manner whatsoever;

(2) engage in any conduct, or cause the Company to engage in any conduct, which would result in the Company’s breach or violation of any agreement, law, ordinance, or regulation;

(3) sign any checks on behalf of or authorize any payments by the Company in any manner whatsoever.

d. The Company acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than the Company (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of the Company.

2. **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on November 1, 2019 and shall end on October 31, 2020.
3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Company agrees to pay Consultant a total fee ("Fee") of Eighteen Thousand Dollars (\$20,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: One Thousand Five Hundred Dollars (\$1,666) by the 5<sup>th</sup> day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in full with one (1) payment discount.
4. **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Company will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. **Expenses.** Without the prior written content of the Company, Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. The Company reserves the right to review all expenses incurred by the Consultant on the Company's behalf. If the Company elects to review the expenses incurred by Consultant, Consultant shall provide the Company with a detailed expense report within ten (10) days after request by the Company for the same.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
  - (1) A written notice, signed by Consultant and the President and/or the CEO or other designated representative of the Company, electing to terminate this Agreement;
  - (2) If Consultant; (A) is unwilling to perform its duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in its capacity as a consultant to the Company, (C) in bad faith acts in a manner materially inconsistent with the best interests of the Company; or (D) otherwise breaches this Agreement;
  - (3) If Consultant fails to perform as mutually agreed herein and Company outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.

7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder on a full-time basis for more than thirty (30) days during the period of the Consulting Agreement, the Company shall have the right to terminate this Agreement.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Company, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Company, and the Company shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Company may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
9. **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Company. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Company:
  - (1) disclose, directly or indirectly, any confidential information to anyone outside the employ of the Company, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
  - (2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Company.
10. **Indemnification.** The Company shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by the Company. Additionally, Consultant shall indemnify the Company from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
11. **NOTICES**

All Notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by Client shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

Company to: DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126

Attn: \_\_\_\_\_

And to : DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126

Attn: General Counsel

To Consultant: Rory Group, LLC.  
212 W. Washington St. Suite 1904  
Chicago, IL 60606  
Facsimile: (312)726-1405

And to: Thomas R. Raines  
Attorney at Law, LLC  
20 N. Wacker Drive  
Suite 550  
Chicago, IL 60606  
Fax : 312-226-1164

All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

**12. Assignability.**

Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party .This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

**13. Miscellaneous.**

a. This Agreement constitutes the entire agreement of Consultant and the Company with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.

d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

**CONSULTANT:**

**COMPANY:**

Rory Group, LLC.

DuPage Water Commission

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas A. Manion

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Attachment A

Rory Group

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Assignments to be completed within FY2018-2019

1. Help facilitate the title and property transfer of the Lexington Pumping Station to the City of Chicago.
2. Help facilitate an agreement with the City of Chicago as to proper co-insurance for the Lexington Pumping Station as part of the title transfer.
3. Help facilitate a supply contract amendment between the City of Chicago and the DuPage Water Commission to include price safeguards such as consumer price index or 5%, whichever is less.
4. Assist with the receiving of the City of Chicago Accountability Reports along with making sure that the Commission's questions and/or comments are addressed in a timely fashion.
5. Assist the Commission regarding labor related issues involving the Lexington Pumping Station operations and possible labor agreement with the City of Chicago for the same pumping station, if needed.
6. Continue to foster a good working relationship between the DuPage Water Commission and the City of Chicago.
7. Meet with the General Manager on a monthly basis for regular status updates and provide other information which may affect the Commission.

DATE: January 3, 2020

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Administration Committee	<b>ORIGINATING DEPARTMENT</b> GIS
<b>ITEM</b> Requisition No. 64223	<b>APPROVAL</b>  
<p>Account Number: 01-60-659000</p> <p>Staff is requesting authorization to pay Infor Global Solutions Inc. for software maintenance in the amount of \$55,326.25. This expense is for the Infor Enterprise Asset Management (EAM) system, the Commission's maintenance and purchasing management program. The software maintenance fee is due annually and provides the Commission with telephone and online product support, patches, revision changes, and program updates.</p> <p>This expense was budgeted in the Annual Management Budget, but Board approval is required due to the sole source supply from the manufacturer at a cost in excess of \$20,000.00.</p>	
<p><b>MOTION:</b> To approve Requisition No. 64223 in the amount of \$55,326.25 to Infor Global Solutions Inc.</p>	



**DuPage Water Commission**  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Purchase Requisition

Requisition: **64223** Infor EAM Annual Software Maintenance 2020

Req. Date: 11/14/2019

Status: ARR Accounting Review  
For Store: DPS DuPage Pumping Station  
Originator: 109-0045 JENESSA RODRIGUEZ  
Supplier: INFOR Infor EAM

Service Line	Due date	Quantity	UOM	Units	Unit Price	Total
1	11/14/19	1			\$55,326.25	\$55,326.25

Account: 01-60-659000-2020  
Supplier: INFOR [ Infor EAM ]

<b>Total</b>	<b>55,326.25</b>
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Approver: \_\_\_\_\_

Date approved: \_\_\_\_\_

Requisition Comments: Line 1 Annual software maintenance fee for Infor EAM.  
Copy of invoice is on the Documents tab.  
RFBA paperwork in process.



Invoice	Invoice Date	Due Date
P - 354695-US0AB	11/11/2019	01/17/2020

# Invoice

**Bill to:** DuPage Water Commission  
 600 E. Butterfield Rd  
 Elmhurst, IL 60126  
 USA  
 Attn: Frank Frelka

**Deliver To:** DuPage Water Commission  
 600 E Butterfield Rd  
 Elmhurst, IL 60126  
 USA  
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
93537			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Infor EAM Enterprise Edition - SQL	Elmhurst	PROD	1	35	02/17/2020	02/16/2021
Infor EAM Enterprise Edition Requestor	Elmhurst	PROD	1	9	02/17/2020	02/16/2021
Infor EAM Enterprise Edition Advanced Reporting Consumer	Elmhurst	PROD	1	35	02/17/2020	02/16/2021
Infor EAM Enterprise Edition Mobile	Elmhurst	PROD	1	3	02/17/2020	02/16/2021
Infor EAM Enterprise Edition GIS Module	Elmhurst	PROD	1	1	02/17/2020	02/16/2021
Infor EAM Enterprise Edition Barcoding	Elmhurst	PROD	1	1	02/17/2020	02/16/2021
TAX(Type RE - IL) 0.00						

Carry Forward 0.00



Invoice	Invoice Date	Due Date
P - 354695-US0AB	11/11/2019	01/17/2020

# Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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For renewal questions, please contact Wanda Huszar, Subscription Services Manager  
 Phone: +14705487947  
 Email: Wanda.Huszar@infor.com

**Remit to:**

Infor (US), INC.  
 NW 7418  
 PO Box 1450  
 Minneapolis, MN 55485-7418  
 USA  
 Cash.Applications@Infor.com  
 Wire to: Wells Fargo Bank  
 ABA# 121000248  
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
55,326.25	0.00	55,326.25

**Payment Terms:**

See Due Date.

**Special Instructions:**

For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

**Invoice Total:** USD 55,326.25

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA  
 678-319-8000 Federal ID# 20-3469219