



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED FEBRUARY REGULAR ADMINISTRATION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 6:15 P.M. ON THURSDAY, FEBRUARY 20, 2014, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE RESCHEDULED FEBRUARY 2014 REGULAR ADMINISTRATION COMMITTEE MEETING IS AS FOLLOWS:

AGENDA

ADMINISTRATION COMMITTEE
THURSDAY, FEBRUARY 20, 2014
6:15 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 December 19, 2013 Regular Committee Meeting
- III. Consulting Services Agreement
- IV. Labor Counsel Agreement
- V. Other
- VI. 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, DECEMBER 19, 2013
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, W. Murphy and J. B. Webb

Committee members absent: J. Zay (*ex officio*)

Also in attendance: J. Spatz (arrived at 6:44 P.M.), J. Rodriguez, and G. Gorski of Gorski & Good, LLP

Commissioner Broda moved to approve the Minutes of the November 21, 2013, Administration Committee meeting. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With regards to Resolution O-7-13, General Counsel Gorski explained that to approve this ordinance at the board meeting later that night, the board need to would waive the first reading requirements of the Commission's By-Laws as long as there is a majority vote. He added that the ordinance adopts the most current version of DuPage County's Ethics Ordinance and automatically adopts any future changes to the ordinance unless there is an item the board does not want to adopt.

Commissioner Crawford asked if General Counsel would notify the board of any future changes to DuPage County's Ethics Ordinance and General Counsel Gorski replied in the affirmative. He added that at that time, the board could decide if they do not want to approve the change.

General Counsel Gorski also explained that the newest version of DuPage County's Ethics Ordinance has 27 modifications that rename Ethics Officer to Ethics Advisor. He added that the amended Ethic Ordinance also incorporates State Law as well as continues the Intergovernmental Agreement with DuPage County, which provides the Commission with the services of their Ethics Advisor, Ethics Commissioner, and the Investigator General.

General Manager Spatz explained some of the differences between the previous version of DuPage County's Ethics Ordinance and the new version. He stated the new version sets new limits on gift bans, meals, and campaign contributions noting that these limits were established and are permitted under State Law. He stated the new version also covered other items that are referenced in the State Law and which were not addressed in the previous version of the Ethics Ordinance such as political party committees, action committees, etc.

After more discussion, it was the consensus of the Committee members present to recommend to the full board Ordinance No. O-7-13.

General Manager Spatz informed the Commissioners that he received a letter stating that one of the union contracts expires May 1, 2014. When discussing this with Board Chairman Zay, they decided to investigate other law firms for collective bargaining negotiations.

Minutes 12/19/13 Administration Committee Meeting


Commissioner Murphy moved to adjourn the meeting at 6:54 P.M. Seconded by
Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DATE: February 13, 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>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, 2014 and ending December 31, 2014. (see attached agreement)</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.	

CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of January 2014, 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, 2014 – December 31, 2014

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: _____

DATE: February 13, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Contract Agreement	APPROVAL 

Account Number: 01-60-6253

Agreement between the DuPage Water Commission and Storino, Ramello & Durkin for professional services relating to collective bargaining negotiations and labor related matters for the Commission. Please see attached agreement for hourly rates.

MOTION: To retain the services of Storino, Ramello & Durkin as Labor Counsel for the DuPage Water Commission.

AGREEMENT BETWEEN
THE DUPAGE WATER COMMISSION
and
STORINO, RAMELLO & DURKIN
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2014, between the DuPage Water Commission (hereinafter "Commission") with offices at 600 East Butterfield Road, Elmhurst, Illinois 60126, and Storino, Ramello & Durkin (hereinafter "Law Firm") with offices at 9501 West Devon Avenue, Rosemont, Illinois 60018.

WHEREAS, the Commission has a legitimate business need for professional services for collective bargaining negotiations; and

WHEREAS, the law firm chosen has experience and expertise and is in the business of providing such professional services as enumerated above; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Law Firm shall provide professional services for collective bargaining negotiations for labor matters for the Commission.

ARTICLE II: TERM AND TERMINATION OF EMPLOYMENT

2.1 Contract Term

This Agreement will be effective February _____, 2014, through completion of the negotiations for the DuPage Water Commission to include collective bargaining agreements with designated employee groups. Termination of the Agreement prior to the expiration date can be made by either party by providing ten (10) business days' prior written notice of intent to terminate this Agreement.

ARTICLE III: COMPENSATION

3.1 Rate

The hourly rate shall be \$215.00 for partners; \$195.00 for associates; and \$95.00 for paralegals.

Billed time shall be shown in 1/10 hour increments.

Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.

Expenses and time charges should be shown separately. In this regard, it is the policy of the Commission to reject expenses and/or charges for the following:

- a. Car rentals or taxi fares for traveling;
- b. Separate word processing or secretarial charges;
- c. Fax services;
- d. Personal delivery services;
- e. U.S. Mail and postage services;
- f. Internal photocopy charges;
- g. Multiple attorney attendance in court or depositions;
- h. Charging separately for each attorney's time at intra-office meetings;
- i. Charging for attorney's time in responding to auditor's letters of inquiry; and
- j. Computer legal research charges.

Exceptions to the foregoing can be made, but only in extraordinary circumstances and with the prior approval of the Commission.

3.2 Compensation Dispensation.

The Law Firm agrees to and shall submit its invoices for services rendered monthly. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Commission. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six (6) months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

ARTICLE IV: LIABILITY AND RISK MANAGEMENT

4.1 Indemnification

The Law Firm shall indemnify, defend, and hold harmless the Commission and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this Agreement or tortuous acts by its attorneys; however, the Law Firm will not be responsible for any claim arising out of the Commission, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Commission, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification.

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this Agreement.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor Status.

Commission and Law Firm expressly acknowledge that Law Firm is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Commission to exercise control or direction over the manner or method by which Law Firm performs hereunder.

5.2 Assignment.

Law Firm shall not assign this Agreement to any other corporation, agency, or contractor without the express written consent of the Commission. Commission and Law Firm each binds itself, its successors and legal representatives to the other party hereto and to its successors and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

5.3 Notice.

All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand, or, sent certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or at such other address as may be given in writing to the parties:

IF TO THE COMMISSION:

John F. Spatz, Jr.
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

COPY TO:

IF TO LAW FIRM:

Michael K. Durkin
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, IL 60018

5.4 Governing Law.

The parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this Agreement shall be in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

5.5 Entire Agreement.

The Agreement constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

5.6 Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall neither operate as, nor be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.7 Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and be enforceable in accordance with its terms.

5.8 Conflict of Interest.

The Law Firm covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the Law Firm's services under this Agreement.

5.9. Compliance with State and Other Laws.

The Law Firm shall comply with Federal, State, DuPage County, and local statutes, ordinances and regulations in performance of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

DuPAGE WATER COMMISSION

STORINO, RAMELLO & DURKIN

By: _____
John F. Spatz, Jr.,
General Manager

By: _____
Michael K. Durkin, Partner