



DuPage Water Commission

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AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, AUGUST 16, 2012
7:00 P.M.**

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

COMMITTEE MEMBERS

L. Crawford, Chair
T. Cullerton
W. Murphy
J. B. Webb

- I. Roll Call
- II. Approval of Minutes of July 19, 2012
- III. Discussion of By-Law Changes and Credit Card Policy
- IV. Discussion of Ethics and Intergovernmental Agreement
- V. Discussion of iPads
- VI. Other
- VII. 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, JULY 19, 2012
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 7:04 P.M.

Committee members in attendance: T. Cullerton, W. Murphy, J. B. Webb and L. Crawford

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

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

Commissioner Murphy moved to approve the Minutes of the June 21, 2012, Administration Committee meeting. Seconded by Commissioner Crawford and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With respect to the Credit Card Policy, Commissioner Crawford noted that the Committee discussed this policy at a previous meeting but have not received a final draft.

With respect to the By-Law Changes, Commissioner Crawford noted that the Committee was in agreement with the By-Law changes from the April 19, 2011 Administration Committee Meeting and that they were waiting on the Ethics Policy to be incorporated with the recommendations that General Manager Spatz had discussed at the previous meeting. She asked present staff if this was their recollection or if General Manager Spatz had given staff any documentation regarding these changes. Document Management Specialist Rodriguez replied that General Manager Spatz would be attending the meeting to respond to the Commissioners' questions.

With respect to the Ethics Policy, the items discussed were the following:

- If the Commission was waiting for an Intergovernmental Agreement with DuPage County to adopt their policy, although it is not needed, to incorporate DuPage County's policy into the Commission's policy.
- What the repercussions would be if the Commission does not adopt DuPage County's Ethics Policy. In addition, if the Commission adopts their own Ethics Policy, what the process with DuPage County would be. To which Commissioner Crawford responded that DuPage County would have to approve it.
- What the cost associated with using DuPage County's Ethics Commission and Ethics Officer would be, to which Commissioner Crawford quoted a sentence from the Gorski & Good, LLP Opinion Letter that stated 'One possible adjustment might be to charge for hearings and the services of the Investigator General

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while providing the services of the Ethics officer at no charge.' She added that that this is probably yet to be determined.

With respect to obtaining quotes for iPads for the Commissioners, Document Management Specialist Rodriguez distributed a chart with iPad quotes. She noted that the least expensive option was Insight Public Sector with a price of \$667.00 including shipping for a 32 GB iPad 3 with Verizon 4G built in. She added that staff has not yet obtained a monthly 4G data plan price from Verizon.

The Committee discussed items regarding the Commissioner's use of iPads:

- The budgeted amount for iPads is \$13,000.00.
- The quote obtained from Sprint included a mobile hotspot, which is necessary when connecting to the internet via the 4G with Document Management Rodriguez noting that this is not the ideal option since the Commissioners will have to carry two devices.
- The amount spent on creating and mailing the Board packet was around \$12,000.00. Commissioner Cullerton stated that a memo should be composed regarding the amount of money saved from purchasing the iPads versus the amount spent on creating and mailing paper Board packets. He added that this memo should alleviate questions regarding the cost of iPads.
- General Manager Spatz would inform the Committee about the budgeted amount for the monthly 4G plan.
- There might be a possible risk of a security sacrifice if the Commissioners were to utilize the iPad instead of a Windows-based tablet to view the Board Portal with Document Management Specialist Rodriguez adding that staff is still researching if the iPad is the best tablet for the Commissioners to use to access the Board Portal.

Commissioner Loftus left the meeting at 7:20 P.M.

Commissioner Crawford concluded the meeting by stating that the Committee is waiting for a final draft from staff on changes to the By-Laws. She stated from her recollection that the Credit Card Policy is in the By-Laws; however, the dollar amounts and authorization will be in a policy, which will be easier to revise on an annual basis without having to change the By-Laws. She added that the Ethics Policy is subject to the Intergovernmental Agreement with DuPage County.

Commissioner Murphy moved to adjourn the meeting at 7:28 P.M. Seconded by Commissioner Cullerton and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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**Intergovernmental Agreement
Shared Ethics Officers**

This INTERGOVERNMENTAL AGREEMENT (Agreement) is entered into by and between the County of DuPage (County), Illinois, a body corporate and politic and _____, a unit of local government, (collectively “the Parties”).

Recitals

WHEREAS, the Illinois Constitution and Illinois law provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State except as prohibited by law; and

WHEREAS, the State Officials and Employees Ethics Act (Act) requires governmental entities to adopt an ordinance or resolution that regulates, in a manner no less restrictive than the provisions of the Act, (i) the political activities of officers and employees of the governmental entity and (ii) the soliciting and accepting of gifts by and the offering and making of gifts to officers and employees of the governmental entity; and

WHEREAS, in compliance with the Act, the County has adopted the Ethics Ordinance of DuPage County;

WHEREAS, in compliance with the Act, the _____ has adopted [the Ethics Ordinance of DuPage County by reference in its entirety] [an ethics ordinance substantially similar to the DuPage County Ethics Ordinance, a certified copy of which is attached to and incorporated into this document Agreement as Exhibit A];

WHEREAS, in order to promote uniformity, efficiency, and consistency in the application of ethical standards throughout DuPage County, the Parties desire to utilize a common Ethics Officer, Ethics Commission, and Investigator General to enforce their respective Ethics Ordinance; and

WHEREAS, the use of a common Ethics Officer, Ethics Commission, and Investigator General will result in a conservation of public resources and enhanced transparency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Part 1 – Incorporation of the Recitals

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Part 2 – Common Ethics Officer

Section 2.1 – Generally. The Ethics Officer of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Ethics Officer of _____. In this capacity, he or she shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Ethics Officer.

Section 2.2 – Reimbursement for Services and Expenses. The _____ shall reimburse the County for all expenses incurred through the use of its Ethics Officer pursuant to this agreement. The County shall provide the _____ with a detailed, itemized invoice for all services rendered by the Ethics Officer to the _____. _____ shall pay such invoice in accordance with the provisions of the Local Government Prompt Payment Act.

Section 2.3 – Rate of Compensation for Services. An hourly rate of \$185.00 an hour, billed at 1/6th hour increments, shall be the rate of compensation for the services of the Ethics Officer.

Section 2.4 – Expenses incurred by the Ethics Officer or the County. The _____ shall reimburse the County for all expenses incurred by the County or by the Ethics Officer.

Part 3 – Common Ethics Commission

Section 3.1 – Generally. The Ethics Commission of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Ethics Commission of _____. In this capacity, the Commission and its members shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Ethics Commission.

Part 4 – Common Investigator(s) General

Section 4.1 – Generally. The Investigator(s) General of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Investigator(s) General of _____. In this capacity, the Investigator(s) General shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Investigator General.

Section 4.2 – Reimbursement for Services and Expenses. The _____ shall reimburse the County for all expenses incurred through the use of its Investigaor General pursuant to this agreement. The County shall provide the _____ with a detailed, itemized invoice for all services rendered by the Investigator(s) General to the _____. _____ shall pay such invoice in accordance with the provisions of the Local Government Prompt Payment Act.

Section 4.3 – Rate of Compensation for Services. An hourly rate of \$185.00 an hour, billed at 1/6th hour increments, shall be the rate of compensation for the services of the Investigator(s) General.

Section 4.4 – Expenses incurred by the Investigator(s) General or the County. The _____ shall reimburse the County for all expenses incurred by the County or by the Investigator(s) General.

Part 5 – Additional Terms

Section 5.1 – Indemnification. The _____ hereby releases and agrees that it shall indemnify and hold harmless the County and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement to the extent authorized by law.

Section 5.2 - Covenant Not to Sue. The _____ hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 5.3 - No Joint Venture. This Agreement shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 5.4 - Entire Agreement. This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Part 6 - Term

Section 6.1. - Term of Agreement. This Agreement shall become effective upon ratification by the Parties' respective corporate authority. The Agreement shall remain in effect until December 1, 2012 and shall remain in effect until or unless terminated in accordance with Section 6.2.

Section 6.2 - Termination of Agreement. Either Party may cancel this Agreement at any time upon thirty (30) day's written notice of such, authorized by the governing board of the cancelling Party, directed to the Chairman or Chairperson of the other Party. However, any cancellation of this Agreement shall not be effective as to any investigation by the County Investigator General or proceeding before the County Ethics Commission pending at the time the cancellation is effective and such investigation or proceeding shall remain with the County Investigator General or the County Ethics Commission until concluded by them.

WHEREFORE, the Parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE: _____:

Daniel J. Cronin
DuPage County Board Chairman

Attest: _____ Attest: _____
DuPage County Clerk

Date: _____ Date: _____

[Attachment List: Exhibit A - _____ Ethics Ordinance]