

RESOLUTION 16-64

A RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE A CONTRACT WITH HUMAN RESOURCE CONSULTANT HR2U

WHEREAS, the Village has previously had a position for a human resources professional, and

WHEREAS, with the onset of the economic recession, the human resource position was vacated to reduce budget expenses, and

WHEREAS, the Village has a need for a human resource professional to support administrative staff and to keep the Village current with human resource policy and procedures, and

WHEREAS, HR2U and Kathy Lampkin are human resource consultants and are experienced in providing human resource consultancy, and

WHEREAS, the Village has budgeted for the expense of said human resource consultant,

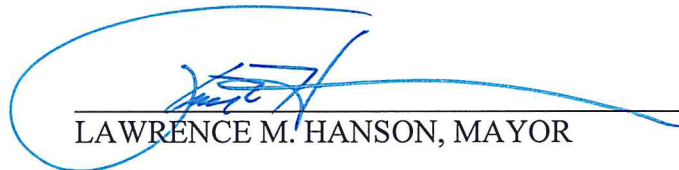
NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Village Administrator is authorized to retain HR2U on the terms and conditions set forth in the draft contract attached as Exhibit A hereto.

SECTION TWO: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 3RD DAY OF OCTOBER, 2016.

ATTEST:


LAWRENCE M. HANSON, MAYOR


LORI K. ROMINE, VILLAGE CLERK



AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of October 2016, by and between the VILLAGE OF ANTIOCH, (hereinafter referred to as "VILLAGE") and HR2U, Inc. (hereinafter referred to as "CONSULTANT").

WHEREAS, the VILLAGE desires to engage the CONSULTANT to furnish certain professional services in connection with Human Resource Services (hereinafter referred to as "HR SERVICES"); and

WHEREAS, the CONSULTANT represents that it is in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the CONSULTANT that the VILLAGE does hereby retain the CONSULTANT for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to the HR SERVICES as described herein, subject to the following terms and conditions and stipulations, to-wit:

1. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the Village Administrator of the VILLAGE, herein after referred to as the "ADMINISTRATOR".
- B. CONSULTANT shall provide human resource services to the VILLAGE.
- C. A detailed Scope of Services is attached hereto as Attachment A.

2. WORK PRODUCT

All work product prepared by the CONSULTANT pursuant hereto including, but not limited to, reports, plans, designs, calculations, work drawings, studies, photographs, analysis, audits, models and recommendations shall be the property of the VILLAGE and shall be delivered to the VILLAGE upon request of the ADMINISTRATOR; provided, however, that the CONSULTANT may retain copies of such work product for its records. CONSULTANT's execution of this Agreement shall constitute CONSULTANT's conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the CONSULTANT to the VILLAGE of all such work product prepared by the CONSULTANT pursuant to this Agreement. The VILLAGE shall have the right either on its own or through such other consultants as determined by the VILLAGE to

utilize and/or amend such work product. Any such amendment to such work product shall be at the sole risk of the VILLAGE.

3. **PAYMENTS TO THE CONSULTANT** (Not to Exceed Method)

A. For services provided the CONSULTANT shall be paid at the rate of \$1600 monthly for HR SERVICES. This monthly rate constitutes two full days per month onsite (usually every other week) of HR SERVICES by the CONSULTANT. Any additional hours, outside of these two days that are not on-site, will be at \$90 per hour.

4. **INVOICES**

A. The CONSULTANT shall submit invoices in a format approved by the VILLAGE.

5. **TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon fifteen (15) days prior written notice to the CONSULTANT. In the event that this Agreement is so terminated, the CONSULTANT shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination.

6. **TERM**

This Agreement shall become effective as of the date the CONSULTANT is given a notice to proceed and, unless terminated for cause or pursuant to Paragraph 6, shall be deemed concluded on the date the VILLAGE determines that all of the CONSULTANT's work under this Agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the VILLAGE may have or thereafter acquire with respect to any term or provision of this Agreement.

7. **NOTICE OF CLAIM**

If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the VILLAGE, the CONSULTANT shall give written notice of claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the CONSULTANT's fee shall be valid only to the extent that such changes are included in writing and signed by the VILLAGE and the CONSULTANT. Regardless of the decision of the ADMINISTRATOR relative to a claim submitted by the CONSULTANT, all work required under this Agreement as determined by the ADMINISTRATOR shall proceed without interruption.

8. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the CONSULTANT pursuant to Paragraph 4 hereof, no action shall be commenced by the CONSULTANT against the VILLAGE for monetary damages. CONSULTANT hereby further waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the CONSULTANT arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

9. INDEMNIFICATION OF VILLAGE

To the fullest extent permitted by law, CONSULTANT agrees to and shall indemnify, defend and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, workers' compensation claims, in any way resulting from or arising out of negligent actions or omissions of the CONSULTANT in connection herewith, including negligence or omissions of employees or agents of the CONSULTANT arising out of the performance of this Agreement. In the event of any action against the VILLAGE, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the VILLAGE'S choosing. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

10. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

11. IDEMNIFICATION – SERVICES OF CONSULTANT

In consideration of the VILLAGE permitting CONSULTANT to conduct Professional

Services, the CONSULTANT recognizes, acknowledges and assumes any and all risks arising from or in any way related to the Professional Services.

To the fullest extent permitted by law, the CONSULTANT hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officers, officials, employees and agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost, and expenses (including all attorney's fees and costs), arising from, or resulting from or in any way related, directly and/or indirectly to the Professional Services, except that arising out of the sole legal cause of the VILLAGE, its officers, officials, employees and agents.

The CONSULTANT shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the VILLAGE, its officers, officials, employees and/or agents, in any such action, the CONSULTANT at its own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD HARMLESS or unenforceability of any of its provisions shall not affect the validity or enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The CONSULTANT and the authorized signatory below warrant and represent that the authorized signatory below has full authority to execute and submit this application, including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS provisions contained herein.

12. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the VILLAGE.

13. ASSIGNMENT AND SUCCESSORS

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the VILLAGE.

14. DELEGATIONS AND SUBCONTRACTORS

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the CONSULTANT shall remain liable to the VILLAGE with respect to each and every item, condition and other provision hereof to the same extent that the CONSULTANT would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any proposed subcontractor shall require the VILLAGE'S advanced written approval.

15. NO CO-PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

16. SEVERABILITY

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

17. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

18. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

19. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Lake County, Illinois.

20. NEWS RELEASES

The CONSULTANT may not issue any news releases without prior approval from the ADMINISTRATOR, nor will the CONSULTANT make public proposals developed under this Agreement without prior written approval from the ADMINISTRATOR prior to said documentation becoming matters of public record.

21. COOPERATION WITH OTHER CONSULTANTS

The CONSULTANT shall cooperate with any other consultants in the VILLAGE'S employ or any work associated with HR SERVICES.

22. INTERFERENCE WITH PUBLIC CONTRACTING

The CONSULTANT certifies hereby that it is not barred from bidding on this contract as a result of a violation of 720 ILCS 5/33E et seq. or any similar state or federal statute regarding bid rigging.

23. SEXUAL HARASSMENT

As a condition of this contract, the CONSULTANT shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by CONSULTANT to the Department of Human Rights upon request 775 ILCS 5/2-105.

24. WRITTEN COMMUNICATIONS

All recommendations and other communications by the CONSULTANT to the ADMINISTRATOR and to other participants which may affect cost or time of completion shall be made or confirmed in writing. The ADMINISTRATOR may also require other recommendations and communications by the CONSULTANT be made or confirmed in writing.

25. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this AGREEMENT it is expressly agreed and understood that in connection with the performance of this AGREEMENT that the CONSULTANT shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONSULTANT hereby certifies, represents and warrants to the VILLAGE that all CONSULTANT's employees and/or agents who will be providing products and/or services with respect to this AGREEMENT shall be legal residents of the United States. CONSULTANT shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this AGREEMENT. The VILLAGE shall have the right to audit any records in the possession or control of the CONSULTANT to determine CONSULTANT's compliance with the provisions of this paragraph. In the event the VILLAGE proceeds with such an audit the CONSULTANT shall make available to the VILLAGE the CONSULTANT's relevant records at no cost to the VILLAGE. CONSULTANT shall pay any and all costs associated with any such audit.

26. EXECUTION

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense.

27. WORK PRODUCT CONFIDENTIALITY

VILLAGE and CONSULTANT agree that some of the work product produced by the CONSULTANT on behalf of the VILLAGE may require strict confidentiality. Due to the general nature of HR SERVICES, especially with regard to the handling of confidential and legally protected health information regarding individual employees, management strategies with regard to the organization and collective bargaining, compliance practices with applicable laws and regulations, and other legal activity, strict confidentiality must be upheld by both the CONSULTANT and the VILLAGE. In some instances, the VILLAGE, which is subject to the Freedom of Information Act, may not be able to uphold confidentiality of all work products produced by the CONSULTANT in the delivery of HR SERVICES.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the date and year first written above.

VILLAGE OF ANTIOCH:

By:  _____
James Keim, Village Administrator

CONSULTANT:

By: _____
Name/Print: _____
Title: _____

**ATTACHMENT A
SCOPE OF SERVICES**

- **Human Resources services as needed by the Village of Antioch.**
- **Evaluate processes and procedures in order to maximize efficiencies.**
- **Review, draft and propose compensation system.**