

MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #20-15

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE MCHENRY COUNTY CONSERVATION DISTRICT
AND McGRATH HUMAN RESOURCES GROUP OF WONDER LAKE
FOR PART I OF A CULTURE ASSESSMENT OF MCHENRY COUNTY CONSRVATION
DISTRICT FOR A FEE NOT TO EXCEED \$4,500.

WHEREAS, the McHenry County Conservation District (hereinafter referred to as the "District"), is a conservation district organized and existing under the laws of the State of Illinois (70 ILCS 410); and

WHEREAS, McGrath Human Resources Group of Wonder Lake, IL (hereinafter referred to as the "the Contractor") is a for profit corporation; and

WHEREAS, the Board of Trustees desires to assess the organizational structure effectiveness of the District in a phased approach; and

WHEREAS, the Contractor will conduct Part I of a Culture Assessment involving the Board, administration and leadership of the District; and


WHEREAS, the District is empowered to enter into contracts and take such other actions as may be necessary for the proper conduct of its affairs (70 ILCS 410/12); and

WHEREAS, the parties hereto have determined that it is in the best interest of the District and the public for the entities to cooperatively coordinate the implementation of the project as outlined in the professional services agreement as presented to the Board and which is attached and made a part of the related project files.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the District that it is necessary, desirable, and in the best interest of the District to execute the Contract with McGrath Human Resources Group, and the President and Secretary of the Board of Trustees are hereby authorized to execute this resolution and said Professional Services Agreement and other necessary documents to execute the intent of this resolution.

IN WITNESS WHEREOF, this Resolution #20-15 has been executed this 4th day of March, 2020 by the President and attested by the Secretary of the Board of Trustees of the District.

Ayes: 4
Nays: 2
Absent: 1
Abstain: 0


VERNON SCACCI, PRESIDENT
BOARD OF TRUSTEES


CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

**AGREEMENT BETWEEN THE MCHENRY COUNTY CONSERVATION DISTRICT
AND MCGRATH HUMAN RESOURCES GROUP FOR A
CULTURAL ASSESSMENT**

THIS AGREEMENT made by and between McGrath Human Resources, hereinafter called the consultant, and the McHenry County Conservation District, IL, hereinafter called MCCD.

WHEREAS, the consultant submitted a proposal, dated January 21, 2020, to MCCD to conduct a cultural assessment study; and

WHEREAS, MCCD selected the consultant to perform part 1 of this study.

NOW, THEREFORE, the parties (MCCD and the Consultant) do mutually agree to the following:

MCCD shall engage Consultant effective February/March 2020, to conduct a cultural assessment, referred to as the Project, as described in the proposal submitted by the Consultant, which is attached hereto as Exhibit 1 and incorporated herein by reference.

The Project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of this Agreement. The Project will begin in March 2020, with an anticipated conclusion of May 30, 2020.

The Consultant agrees to complete the project in an agreed upon timeline for a total compensation of \$4,500 in consultation fees and expenses. MCCD agrees to pay the Consultant for work on the Project, as the performance of such work is demonstrated by submission of an invoice for \$1,000 upon receipt of the signed contract; and the balance of \$3,500 upon submission of the final report. MCCD shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, MCCD agrees to:

- Assure reasonable access to the members of the organization, i.e., Executive Director, selected managers/supervisors, District Board members and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **MCCD Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of MCCD. All data gathered during employee interviews/written surveys will remain confidential and individual identities will not be revealed. Findings based on this information will be presented in summary form in the final report.

2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may give written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement upon written notice of termination to the other party.
 - c. In the event of termination, the Consultant will be paid by MCCD for all services actually, timely, and faithfully rendered up to the receipt of the written notice of termination. The Consultant will provide all work documents developed up to the time of termination after MCCD renders final payment for service.
4. **Successors and Assigns**- MCCD and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of its interest in this Agreement without the written consent of MCCD shall be void.
5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Consequential Damages** - For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to MCCD for review and approval. Notwithstanding anything herein to the contrary, the Consultant shall be liable for consequential damages or for actions resulting from working as an agent of MCCD in conducting the cultural assessment of the aforementioned corporation.
8. **Confidentiality** - Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any third-party individual or organization by the Consultant without the prior written approval and consent of MCCD.
9. **Whole Agreement** – This agreement constitutes the entire agreement between MCCD and the Consultant. Any modification must be in writing and approved by MCCD and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.

10. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for MCCD and are not employees of MCCD. Nothing herein shall be construed as incurring for MCCD any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by MCCD if MCCD and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
11. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of MCCD.
12. **Indemnification** - Consultant shall save, indemnify, hold harmless and defend MCCD, its appointed officials, employees and agents from any loss, damage, injury or liability, including reasonable attorneys’ fees, resulting from any act injury, loss or claim relative to consultant’s actions relative to the cultural assessment being performed as set forth herein.
13. **Choice of Law** - This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the principles of conflict of laws.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

John M. Scarsi

McHenry County Conservation District

Victoria J. McGrath

Victoria McGrath, CEO
McGrath Human Resources Group

March 4, 2020

Date

February 27, 2020

Date