

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**FP RESOLUTION NO. FP-R-23-11-3058**

**RESOLUTION APPROVING A CONTRACT WITH MCGRATH HUMAN  
RESOURCES GROUP, FOR PROFESSIONAL SERVICES TO COMPLETE A  
COMPENSATION AND CLASSIFICATION STUDY FOR THE FOREST  
PRESERVE DISTRICT, KANE COUNTY**


WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, finds it necessary and desirable to retain the services of McGrath Human Resources Group of Jamestown, Tennessee, for professional services to conduct a comprehensive compensation and classification study for the District; and

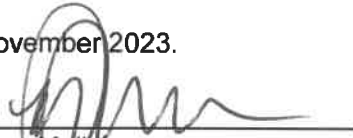
WHEREAS, the District used a qualification-based selection process to select a consultant that will provide professional services in accordance with the project requirements; and

WHEREAS, McGrath Human Resources Group has submitted a proposal not to exceed \$37,450 for professional services, which include the development of a Classification and Compensation System.

NOW, THEREFORE, BE IT RESOLVED that the Forest Preserve District Board of Commissioners of Kane County, Kane County, Illinois, that McGrath Human Resources Group, Jamestown, Tennessee, be retained to provide professional services for the creation of a District wide Comprehensive Master Plan at a cost not to exceed \$37,450.

APPROVED AND PASSED on this 14th day of November 2023.

  
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Christopher Kious  
President, Kane Forest Preserve  
Kane County, Illinois

  
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Myrna Molina  
Secretary, Kane Forest Preserve  
Kane County, Illinois



**AGREEMENT BETWEEN FOREST PRESERVE DISTRICT OF KANE COUNTY  
AND MCGRATH HUMAN RESOURCES GROUP FOR A  
COMPENSATION AND CLASSIFICATION STUDY**

**THIS AGREEMENT** made by and between McGrath Human Resources, hereinafter called the consultant, and Forest Preserve District of Kane County, hereinafter called the District.

WHEREAS, the consultant submitted a revised proposal, dated October 9, 2023 Revised, to the District to conduct a Compensation and Classification; and

WHEREAS, the District selected the consultant to perform this study.

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

The District shall engage Consultant to conduct the Compensation and Classification Study, referred to as the Project, as described in the proposal submitted by the Consultant, which is incorporated herein by reference. The project will commence in December 2023.

The District agrees to pay the Consultant for services for a total cost of \$33,450. The District will be billed as the performance of such work is demonstrated by submission of an invoice for \$8,000 upon receipt of the signed contract; \$20,450 upon submission of the draft report; and the balance of \$5,000 and approved travel expenses, not to exceed \$4,000, upon submission of the final report. The District shall remit payment within 30 days of receipt of said billing.

In consideration of this agreement, the District agrees to:

- Assure reasonable access to the members of the organization, i.e., District Administration, Department Heads, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

## GENERAL CONSIDERATIONS

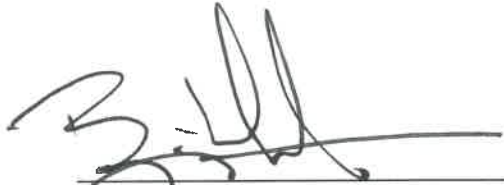
1. **The District Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the District. All data, documents, records, studies, or other information generated, referred to above, with the exception of the raw market data, shall be provided to the District by consultant upon request so long as the District is not in default under other terms of this agreement.
  
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 the District 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 the District renders final payment for service.
  
4. **Successors and Assigns**- The District 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 the District shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws (known to the Consultant) 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 the District 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 the District in evaluating the capability 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 individual or organization by the Consultant without the prior written approval and consent of the District.
9. **Whole Agreement** – This agreement constitutes the entire agreement between the District and the Consultant. Any modification must be in writing and approved by the District 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 the District and are not employees of the District. Nothing herein shall be construed as incurring for the District any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the District if the District 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 the District.

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

Approved By:

By:



Forest Preserve District of  
Kane County



Victoria McGrath, CEO  
McGrath Human Resources Group

11/15/23  
Date

Date