

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

August 8, 2018

Ms. Joellen Earl
GovHR USA
630 Dundee Road
Suite 130
Northbrook, Illinois 60062

NOTICE TO PROCEED – Classification and Compensation Study

Dear Ms. Earl:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of August 1, 2018.

Please contact Stephana Przybylski at 708-403-6166 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 24, 2018 in an amount not to exceed Thirty Two Thousand, Seven Hundred Fifty and No/100 (\$32,750.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Stephana Przybylski

MAYOR
Keith Pakau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
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Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

July 24, 2018

Ms. Joellen Earl
GovHR USA
630 Dundee Road
Suite 130
Northbrook, Illinois 60062

NOTICE OF AWARD – Classification and Compensation Study

Dear Ms. Earl:

This notification is to inform you that on July 16, 2018, the Village of Orland Park Board of Trustees approved awarding GovHR USA, LLC the contract in accordance with the proposal you submitted dated July 2, 2018, for the Classification and Compensation Study for an amount not to exceed Thirty Two Thousand Seven Hundred Fifty and No/100 (\$32,750.00) Dollars.

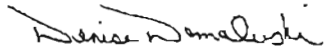
In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 7, 2018.

- Attached is the Contract for Classification and Compensation Study. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Also enclosed is a Certificate of Compliance. Please complete and return directly to me along with the contract.
- Please submit a Certificate of Insurance from your insurance company providing proof of General Liability, Worker's Compensation and Professional Liability coverage along with endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Additional insured shall be "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Please complete to verify the banking information we currently have on file from 2016.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 or email directly to me at ddomalewski@orlandpark.org. The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of

work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski". The signature is fluid and cursive, with the first name "Denise" and last name "Domalewski" clearly distinguishable.

Denise Domalewski
Purchasing & Contract Administrator

cc: Stephana Przybylski

 ORLAND PARK
Classification and Compensation Study
(Professional and Consulting Services Contract)

This Contract is made this **24th day of July, 2018** by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and GOVHR USA, LLC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
The Proposal dated July 2, 2018 as it is responsive to the VILLAGE's requirements
Certificate of Compliance
Certificates of Insurance

SECTION 2: SCOPE OF THE WORK, SERVICES AND PAYMENT: The CONSULTANT will perform for the benefit of the VILLAGE the services described in Proposal dated July 2, 2018, which is included under separate cover and incorporated herein (the "SERVICES"). The CONSULTANT must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the SERVICES and all other duties and responsibilities of the CONSULTANT pursuant to this Contract (hereinafter referred to as the "WORK"). The WORK is to be provided by CONSULTANT as an independent contractor and not as an employee of the VILLAGE. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

The VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the WORK:

TOTAL: an amount not to exceed Thirty Two Thousand Seven Hundred Fifty and No/100 (\$32,750.00) Dollars (\$30,250 for professional fees plus \$2,500 for expenses) as outlined in the proposal.

SECTION 3: ASSIGNMENT: CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on the date of execution and continue expeditiously until final completion. The WORK is expected to take approximately 120 days. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose.

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the CONSULTANT for the VILLAGE, the CONSULTANT agrees to the fullest extent permitted by law to indemnify and hold harmless the VILLAGE, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against VILLAGE and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the CONSULTANT, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Contract by the CONSULTANT, whether by negligence or otherwise. CONSULTANT will also indemnify, defend and hold harmless the VILLAGE and its officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the VILLAGE or used by the VILLAGE in the manner recommended by the CONSULTANT, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of CONSULTANT or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The CONSULTANT further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 7: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that

the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONSULTANT:

Joellen Earl
Chief Executive Officer
GovHR, USA, LLC
630 Dundee Road, Ste 1300
Northbrook, Illinois 60062
Telephone: 847-380-3240
Facsimile: 866-401-3100
e-mail: jearl@govhrusa.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 9: STANDARD OF SERVICE: SERVICES shall be rendered to meet or exceed those professional standards met by others providing the same or similar services in the Metropolitan Chicago area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with VILLAGE residents or VILLAGE employees in a respectful manner. At the request of the VILLAGE Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the VILLAGE Manager or a designee.

SECTION 16: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

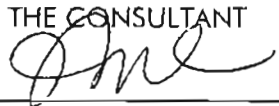
By: 

Print Name: Joseph S. LaMorgo

Its: Village Manager

Date: 8/8/18

FOR: THE CONSULTANT

By: 

Print Name: Joellen Earl

Its: CEO

Date: 7-30-2018

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Joellen Earl, as CEO
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of GovHR USA, LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 27-0598897
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☒ LLC
☐ Corporation
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

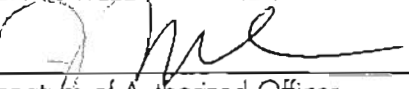
5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Joellen Earl

Name of Authorized Officer

CEO

Title

7-30-2018

Date



ORLAND PARK INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Consultant excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the consultant to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the consultant's obligation to provide all of the above insurance.

The Consultant agrees that within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Purchasing & Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of this relationship.

ACCEPTED & AGREED THIS 30th DAY OF July, 2018

Signature

Joellen Earl, CEO

Printed Name & Title

Authorized to execute agreements for:
GovHR USA, LLC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Select PHONE (A/C, No, Ext): 8477975700 E-MAIL ADDRESS: select@assuranceagency.com FAX (A/C, No): (847) 440-9130
INSURED GovHR USA, LLC GovTemps USA, LLC 630 Dundee Rd #130 Northbrook IL 60062	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Insurance Co INSURER B: Lloyds of London INSURER C: Technology Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1055483176

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		91ML001568181	7/7/2018	7/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		91ML001568181	7/7/2018	7/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		91CU001265181	7/7/2018	7/7/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	TARIL362027	1/1/2018	1/1/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B A	Crime Cyber Liability Employment Practices Liability		91CR000639181 ESH00645883 91ML001568181	7/7/2018 7/7/2018 7/7/2018	7/7/2019 7/7/2019 7/7/2019	Limit: 100,000 Aggregate: 250,000 Occurrence: 1,000,000 Deductible: 1,000 Agg.: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that The Village of Orland Park, and their respective officers, trustees, directors, employees, and agents are added as Additional Insured, when required by written contract, on the General Liability on a Primary & Non-Contributory basis and Additional Insured on the Automobile Liability with respect to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 S. Ravinia Ave.
ATTN: Denise Domalewski
Purchasing & Contract Administrator
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VILLAGE OF ORLAND PARK, ILLINOIS
Proposal for a Classification and Compensation Study
July 2, 2018

INTRODUCTION

The Village of Orland Park is interested in a review of its full-time salary ranges and positions, including benefits, for approximately 289 employees in 93 classifications. The updated plan will enable the Village to attract and retain quality personnel with a compensation strategy that is fair and competitive, while also meeting budgetary restrictions. It is a pleasure for GovHR to provide the Village of Orland Park with a Proposal for these services.

QUALIFICATIONS/PROJECT PORTFOLIO

GovHR USA, LLC ("GovHR") is a public-sector management consulting firm specializing in executive recruitment and management consulting. Our headquarters are in Northbrook, Illinois and we are a certified Female Business Enterprise by the State of Illinois. All services are provided solely for public jurisdictions and not-for-profit entities. GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, providing management, financial, and human resources assistance.

Our organization has a staff of twenty-seven consultants. The company was formed as Voorhees Associates in 2009; however, many of our Consultants also worked together previously at The PAR Group. The PAR Group was a public-sector management consulting firm in business for over 30 years.

A list of clients and the projects performed for them is attached to this Proposal. Without fail, every pay plan recommended by GovHR has been successfully implemented by the client. All of the classification and compensation studies included the use of public sector salary data, and included the following recommendations:

- New classification and compensation plans, assuring internal equity.
- Recommendations for job title changes where appropriate.
- Recommendations on how to deal with specific problems that arose during the course of the study (i.e., compression issues, internal equity issues, market discrepancy issues, etc.)
- Pay plans that were tied to performance.

Additional Studies and a complete list of clients are included on our website at www.govhrusa.com.

PROJECT MANAGEMENT

Ms. Joellen Earl, Chief Executive Officer and Co-Owner of GovHR, will serve as Project Manager for this Study. Ms. Earl will be assisted with employee interviews, data collection and analysis by Gov HR Vice President Sarah McKee, Associate Vice President and Human Resources Specialist Alice Bieszczat, and

630 Dundee Road, Suite 130, Northbrook, IL 60062
Local: 847.380.3240 Toll Free: 855.68GovHR (855.684.6847) Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT INTERIM STAFFING MANAGEMENT AND HUMAN RESOURCE CONSULTING

Compliance Manager Judy Schmittgens. Ms. Earl will be responsible for developing the new salary schedules, all client meetings and presentations, and report writing. Biographies for each of the Consultants are attached to this Proposal. Ms. Earl's contact information is:

Joellen Earl
Chief Executive Officer
GovHR USA, LLC
630 Dundee Road, #130
Northbrook, IL 60062
jearl@govhrusa.com
Telephone 847-380-3238

METHODOLOGY AND PROCESS

To accomplish the Village's objectives, GovHR will perform the following steps (listed in the order that the work will be performed). Please note, we have specified several areas where we will need the Village's input/assistance.

I. Meetings, Salary and Benefits Survey and Job Analysis.

- **Study preparation and project meetings (1st trip/Project Manager)**

Meet with Village representatives to discuss study methods, review organizational charts, personnel rules and regulations, and the current classification and pay plans. Determine problem areas, answer questions, and review the scope and schedule of work. GovHR will require copies of any and all pay plans, the current personnel manual, current job descriptions, and any other relevant information related to salaries.

Establishing comparables.

DELIVERABLE: Group of Comparable Communities

Working with Village staff, and using our broad-based cohort methodology, we will determine a logical survey sample of "like" municipalities that impact the compensation market for the Village. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to the Village.

Employee Kickoff Meeting (2nd trip/Project Manager).

DELIVERABLE: Employee understanding of Study purpose and process

Shortly after the initial project meeting with the Village representative(s), the Project Manager will meet with the full-time employees to explain the scope of the project and to distribute Job Analysis Questionnaire (JAQ) forms. GovHR understands that many employees have not participated in this type of process before, and we take the time to carefully explain the purpose of the project to the employees and to answer any questions they may have. If any of the employees are not available when these first meetings are held, they can view a video presentation of the meeting. Employees will then be allowed two (2) weeks to complete the questionnaire. The questionnaires will also be reviewed by each employee's supervisor and returned to GovHR within three (3) weeks of distribution.

- **Prepare and send out salary and benefits surveys.**

DELIVERABLE: Salary and Benefits Surveys

Design and send out a salary and benefits survey under Village letterhead to gather salary data for benchmark classifications in the comparable communities. The Consulting Team will work with Village representatives to select about 35 - 40 benchmark classifications from the District's full-time positions. These classifications will be chosen on the criteria of those that are most common in all entities and that cover all the various pay grades in the Village. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for "like" positions in the comparable entities.

Note: While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the Client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the Village *may* be asked to make one follow up contact to those entities that do not initially respond to the survey requests.

- **Job evaluation analysis and establishment of job classification system (3rd trip/Consultant team).**

Upon return of the JAQs by the Village, GovHR will perform the following:

- Read each JAQ (up to 289) and corresponding Job Description (up to 93), for the full-time positions in their entirety.

- Personally interview at least one (1) employee from each job classification to further understand the scope of their job.

- Apply a measurement system of job evaluation factors, using nine (9) main factors used in our job evaluation instrument in order to evaluate the internal/comparable worth of each job classification. Upon completion of the job evaluation measurements, a new Classification Plan will be developed. It is important to emphasize that the job, not the qualifications or performance of the incumbents, is being evaluated. Part of this process will include the evaluation of current job titles and the recommendation for any changes to same, assuring that the job title and related recommended pay range matches what the employee is actually doing.

Note: A formal job evaluation system, such as the one utilized by GovHR, is an attempt to objectify the reasons that jobs are compensated differently. Most compensation practitioners agree that three (3) basic factors are important in determining compensation. These are: (1) skills required; (2) responsibility; and (3) working conditions. The Equal Employment Opportunity Commission recognizes these three (3) basic factors, along with seniority and performance, as valid determinants of compensation. The nine (9) factors used by GovHR are essentially subdivisions of the first three (3) factors mentioned above. In addition, it is GovHR's practice that, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination of Employment Act (ADEA), it is illegal to discriminate in any aspect of employment. GovHR will not use discriminatory practices on the basis of race, color, religion, sex, national origin, disability, or age when performing a classification analysis. Decisions and recommendations will

not be based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities.

- Based on the results of the job evaluation process outlined above, assign all classifications to skill levels.

Note: Logical breaks in the continuum of points determine the skill levels used for determining the classification system. For example, skill level 1 might contain jobs that scored between 185 and 200 points, skill level 2 between 205 and 220 points, and so on.

- Review the results of the job evaluation exercise with Village representatives, and revise as necessary.
- If requested, review the Village's current FLSA classifications and make appropriate recommendations regarding exempt/nonexempt status (Optional service/extra fee; see Cost section).

II. Salary and Benefits Survey Analysis.

DELIVERABLE: Salary Survey Data

DELIVERABLE: New Salary Schedules

DELIVERABLE: Benefits Survey Data

The following steps will be included in this component of the Study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the Village's salaries for the surveyed positions, with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each entity on each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the Village's present pay for each class and the survey data.
- Using the data from the salary surveys, the Consultants will work with the Village to determine the Village's policy with respect to compensation (i.e., 50th percentile; 75th percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the Village's 93 full-time classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan. The salary schedules will outline what the specific percentages are between ranges and grades.
Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the Village's report.
- Tabulate, summarize, and analyze comparative benefit information obtained through the survey, including employer paid insurance premiums and leave benefits. Make suggestions and recommendations where the Village's benefits are inconsistent with the survey group. (Note: regarding health benefits, GovHR typically requests respondents to provide information regarding employee and employer contribution amounts and for a copy of their health summary, which is provided to the Client. If a more detailed analysis is desired, GovHR can provide this for an additional cost at our hourly rate.)
- The Draft and Final Reports will address any issues of concern to the Village, such as salary compression between supervisors and subordinates, policies for employees whose base salaries exceed existing maximums in their pay range, and the financial impact to the Village in implementing recommendations of the Study.

III. Progress Reports (4th trip).

The Consultants will make regular progress reports to the Village as requested, particularly at critical points in the Study. Additionally, the Project Manager will meet with key Village staff to review the results of the job evaluation exercise and the proposed new salary schedules.

IV. Draft and Final Report Preparation.

DELIVERABLE: Draft and Final Report

- A draft report will be prepared by the Consultants and sent electronically to the Village that includes:
 - an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
 - a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
 - assignment of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations.
- Once the Village representatives return review comments, a final report (one hard copy and one electronic copy for reproduction) will be prepared and sent to the Village.

V. Presentation of Findings (5th Trip).

Make a presentation of findings of the Study to designated representatives of the Village.

VI. Update Job Descriptions (Optional).

If requested, GovHR will prepare job description updates or draft new job descriptions as needed, based on its review of existing job descriptions and the information collected in the employee interviews. Fees for this service are in addition to the quoted price of the Study; see Cost of Services section below.

REFERENCES

City of Joliet, Illinois

Classification and Compensation Study (2017)
Contact: Marty Shanahan, Corporation Counsel
150 W. Jefferson Street
Joliet, Illinois 60432
mshanahan@jolietcity.org
Telephone: (815) 724-3805
Project Manager: Joellen Earl

Village of Arlington Heights, Illinois

Classification and Compensation Study (2016)
Contact: Mary Rath, Human Resources Director
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Mrath@vah.com
Telephone: (847) 368-5000

Project Manager: Joellen Earl

Village of Mount Prospect, Illinois

Classification and Compensation Study (2016)
Contact: Joan Bokina, Human Resources Director
50 S. Emerson Street
Mount Prospect, Illinois 60056
JBokina@mountprospect.org
Telephone: (847) 392-6000
Project Manager: Joellen Earl

Village of Niles, Illinois

Classification and Compensation Study, including Bargaining Unit Compensation Review (2015)
Contact: Kathy Barnett/Human Resources Director
1000 Civic Center Drive
Niles, IL 60714
kmb@vniles.com
Telephone (847) 588-8004
Project Manager: Joellen Earl

PROJECT SCHEDULE

A project of this size would normally take about 120 days. We can work with you on a shorter timeframe, if needed. The schedule is contingent, however, upon the timely response from the comparable entities supplying the salary data, and the employees and supervisors in returning the completed JAQs. Any delays in receipt of this information are beyond the control of GovHR and will lengthen the completion of the report.

The following is a detailed breakdown of the proposed work schedule:

- Week 1: Meet with representatives of the Village to discuss the scope of the project, Study methodology and expectations; prepare and distribute salary surveys.
- Week 2: Conduct employee meetings to hand out JAQs and explain the purpose of the Study and the process.
- Week 3: Return of salary surveys.
- Weeks 4 and 5: Return of JAQs.
- Week 6: Reading of JAQs and job descriptions.
- Week 7: Return with Consultant Team to interview full-time employees.
- Week 8 through 10: Analyze data; prepare new classification and compensation plans; send draft findings to the Village.
- Week 11: Receive return comments from the Village.
- Week 12: Meet with key Village representatives to review preliminary findings.
- Week 13: Prepare Draft Report and send to the Village.
- Week 14: Receive comments from the Village.
- Week 15: Prepare Final Report.
- Week 15: Present Final Report to designated Village representatives.

GovHR prides itself in adhering to this time frame. Our past clients will confirm our diligence in delivering our report and other deliverables on time.

FEE PROPOSAL

The cost of the services described in GovHR's Proposal for a Classification and Compensation Study is based on the time of our professional and support staff to complete it, as well as miscellaneous expenses such as report reproduction and supply expenses. We estimate the maximum cost of the project based on the above factors and propose a not-to-exceed fee inclusive of expenses.

In keeping with the above statement of our usual practices, we estimate the fee for the entire study to be **\$32,750** (\$30,250 for professional fees and \$2,500 for expenses and will agree to complete the study for this **fixed fee of \$32,750**. We have listed the cost of our professional fee for each study component below. An invoice for 40% of the professional fee (\$12,100) will be sent after the initial project meeting; a second invoice for 40% of the fees (\$12,100) will be send after delivery of the draft findings; and the balance of the fees (\$6,050) plus expenses will be due upon project completion. Invoices are payable within 30 days, after which a 2% monthly charge will be added.

per the terms of the local Government Prompt Payment Act (50 ILCS 505/)

Study Phase Breakdown	Hour Breakdown	Cost
I. Meetings, Salary Survey, Job Analysis		
• Study preparation and project meeting (1 st trip)	12 hours	\$1,500
• Establishing comparables	8 hours	\$1,000
• Prepare and send out salary and benefits surveys	12 hours	\$1,500
• Employee Kickoff Meetings (2 nd trip)	8 hours	\$1,000
• Job descriptions and classification plan analysis		
➢ Reading of up to 289 JAQs/up to 93 JDs	12 hours	\$1,500
➢ Employee interviews (3 rd trip/Consultant Team)	80 hours	\$10,000
➢ Analyzing data and establishing classes	16 hours	\$2,000
➢ Assigning of skill levels	12 hours	\$1,500
II. Salary Survey Analysis		
• Analyzing salary survey data	12 hours	\$1,500
• Establishing new salary schedules	16 hours	\$2,000
• Analyzing benefits survey data	12 hours	\$1,500
III. Review of Salary Data and Proposed Salary Schedules with Village Representative(s)	12 hours	\$1,500
IV. Draft and Final Report Preparation		
• Writing draft report	16 hours	\$2,000
• Final report	8 hours	\$1,000
• Presentation of Study findings	6 hours	\$750
<u>PROJECT HOUR AND COST TOTAL</u>	242 HOURS	\$30,250 plus expenses

NOTE: If the Village accepts our proposal for this project, GovHR will for one (1) year from the date of the signature of this agreement, provide support services at no additional cost. This will include any telephone communication necessary by the staff with regard to any questions concerning the report.

Optional Services/Expenses:

Progress Reports – It is customary to have periodic telephone conversations throughout the Study to give progress reports. There will be no charge for these periodic telephone updates.

Additional Site Visits – If the Village chooses to have the Consultant make any additional on-site visits to present the findings of the Study to employees, or any other additional on-site meetings, there would be an additional cost of \$1,250 for professional fees and expenses per visit.

Job Description Updates: GovHR will update the Village's job descriptions, if requested, for \$150 per JD. New job descriptions, if needed, are \$250 each.

FLSA Review: GovHR will review the FLSA (exempt/nonexempt) classifications for requested positions at the rate of \$125/hour, with a maximum charge of \$1,250.

Additional Work: Any additional work or services requested that are not addressed in the Cost Proposal will be billed at the rate of \$125/Hour.

This Fee Proposal is good for a period of three (3) months, after which prices may increase.

CONCLUDING REMARKS

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. GovHR appreciates your consideration of this Proposal and looks forward to the opportunity to work with the Village of Orland Park on this important project.

Sincerely,



Joellen C. Earl
Chief Executive Officer
GovHR USA, LLC

APPENDIX A – CONSULTANT BIOGRAPHIES

Joellen C. Earl

**Chief Executive Officer and Co-Owner, GovHR USA, LLC
President/Co-owner – GovTempsUSA**

Joellen Earl is the Co-Owner of GovHR USA, LLC, a company that combines Voorhees Associates, LLC and GovTempsUSA, LLC. GovHR USA focuses on recruitment, interim staffing, management and human resources consulting and professional development. Prior to creating GovHR USA, Ms. Earl founded GovTempsUSA along with Ms. Heidi Voorhees. She has managed the day-to-day operations of the interim staffing firm since its inception in 2011 and has overseen numerous human resources studies, recruitments and related projects.

Ms. Earl is currently serving as the Project Manager on Classification and Compensation Studies in Glenview and the St. Charles Park District, Illinois; New Bedford and Framingham, Massachusetts; Woodbury, Minnesota; Wauconda, Illinois; and on a Classification and Compensation Study including job description updates for part-time positions in Southborough, Massachusetts. She recently completed Studies in Joliet, McHenry, Moline and the Greater Peoria Transit District in Peoria, Illinois; Lexington, Eastham and Weston, Massachusetts; and The Bloomfield Township Library District in Bloomfield, Michigan.

Ms. Earl is regarded for the commitment and dedication she has shown in her service to local government over her twenty-four year career. She is a seasoned manager, with expertise in public sector human resources management. She has worked in three states: Massachusetts, North Carolina and Illinois; and in six jurisdictions, with populations ranging from 15,000 to 150,000: Holden, Northborough, Yarmouth and Barnstable, Massachusetts; Catawba County, North Carolina; and Evanston, Illinois. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Earl has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

One of Ms. Earl's significant abilities is to think and act strategically. She has the proven ability to start with a conceptual idea, identify stakeholders, develop a scope of work, supervise the agreed upon process, and deliver desired outcomes.

In addition, she is adept at assessing service delivery, identifying efficiencies and areas of opportunities and implementing recommendations. In Evanston, she took a newly formed department of Administrative Services and improved operations in all areas: Finance, Human Resources, Information Technology and Parking Operations, with a 30% reduction in staff.

Ms. Earl holds an undergraduate degree in Economics from Worcester State College in Worcester and a Master of Public Administration degree from Northeastern University in Boston, MA. She is a proponent of continuing education and continuous learning. She attended the Senior Executive Institute, Leading, Educating and Developing (LEAD) Program, at the University of Virginia's Weldon Cooper Center for Public Service in 2008.

Ms. Earl has valued her professional affiliations throughout her career and has been privileged to serve on numerous local, state and national committees. A highlight was serving on the International City/County Management Association (ICMA) Executive Board from 2001 to 2003.

Sarah McKee
Vice-President
GovHR USA

Sarah McKee has extensive experience as a local government manager and in non-profit management. Ms. McKee has been a manager in Johnstown, OH (5,500) and Rolling Meadows, IL (25,000). While managing in Johnstown, the community saw a 20 percent growth in residential and commercial development, and Ms. McKee was instrumental in establishing their first comprehensive plan as well as a downtown revitalization plan. Additionally, under her management, the Village undertook a \$5 million renovation of their Waste Water Treatment Plant and became a part of Licking County's Strategic Planning process as a supplier of sewage treatment for the NW section of the county.

During the recession of 2008, she led Rolling Meadows through a workforce reduction which also included an early incentive retirement program as well as a successful re-negotiation of police and fire contracts for additional cost savings to the city. Additionally, she developed a retention and expansion program for the community's commercial and industrial businesses and attracted additional employers to their corporate centers. As the City's representative to the Northwest Suburban Municipal Joint Action Water Agency, she participated in the strategic planning process of the agency. During her service on the Agency's Board of Directors, the agency began their negotiations with O'Hare and the Illinois Tollway for a \$73M dollar relocation of their main supply line along the I-90 corridor.

Ms. McKee also has extensive experience in Public Works administration. Having served as a solid waste and fleet superintendent prior to being a public works director, she is known for several innovative ideas that have saved millions of dollars in local governments. While serving as the solid waste superintendent in Paducah, KY, she created the first biosolids waste composting facility in the state. She was also an instructor in the Kentucky Yard Waste Composting operator certification program and presented at various APWA and SWANA training sessions.

Through the International City Management Association's international program and their cooperation with USAID, Sarah was asked to assist the country of Bulgaria in developing their solid waste management program as they transitioned to the European Union. She spent over seven years developing their program and training their environmental experts as well as assisting in the development of their landfills and composting facilities. In addition to Bulgaria, Sarah also spent time in Beirut, Lebanon and Bangalore, India in the development of their economic development plan.

Recently, Ms. McKee expanded her experience into non-profit management. She served as the first Executive Director of the Issaquah Highlands Community Association. Issaquah Highlands is an award winning, large scale master planned and built green urban village located just east of Seattle, WA. As part of the development, the Association also maintained a private water system serving the highest elevations of the community and then successfully negotiated a transition of the plant to the City of Issaquah after a \$3M renovation.

Alice Bieszczat
Associate Vice-President/Human Resources Management Consultant
GovHR USA

Alice Bieszczat joined Voorhees Associates in early 2013 and brings almost 20 years of experience spanning the private, non-profit and public sectors to the organization. Ms. Bieszczat has a Master's Degree in Public Service Management and a Bachelor of Science Degree in Mathematics, both from DePaul University. In addition, she has provided human resources consulting services for both Voorhees Associates and The PAR Group, as well as non-profit

consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center and the Archdiocese of Milwaukee.

Ms. Bieszcza's most recent consulting assignments for GovHR have included Classification and Compensation Studies in Illinois, Wisconsin, Iowa and Indiana. She has served as the Project Manager for Classification and Compensation Studies in Wisconsin (Algoma, Waukesha, Cross Plains, Evansville, New Berlin and Berlin), Illinois (Des Plaines, Sterling and Dixon), and Iowa (Burlington). She also assisted with numerous studies including those for Munster, Indiana; Joliet, New Lenox, Richton Park and Villa Park in Illinois; and the Baraboo District Ambulance Service in Wisconsin.

Ms. Bieszcza also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she helped implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research on transportation innovations was published in the *Transportation Research Journal* and featured in national media such as the *New York Times*, *Atlantic Cities* and *Planning Magazine*. She has lectured on transportation innovations in conference, seminar and university settings. At Lurie Children's Hospital of Chicago, Ms. Bieszcza led the Foundation Gifts team in securing leadership gifts to support its community-based outreach programs and the construction of its new facility in downtown Chicago. Ms. Bieszcza began her career in telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to plan, design, implement and optimize cellular phone networks nationwide.

Judith M. Schmittgens

Compliance and Client Relations Manager
GovHR USA

Judy Schmittgens joined the Company in 2013 as the Compliance and Client Relations Manager for GovHR. She handles the company's licensing and certification requirements, monitors legislation pertinent to the company's business operations, and maintains the corporate records. She also assists with drafting proposals for classification and compensation studies and other business procurement opportunities, and has assisted with employee meetings and interviews for studies in Arlington Heights, Elmhurst Park District, Glencoe, Glenview, Plainfield, Romeoville, Richton Park, Villa Park, Dixon and Sterling, Illinois; Eastham and Weston, Massachusetts; Windsor, Connecticut; and in Cross Plains, Franklin and Waukesha, Wisconsin. Ms. Schmittgens is responsible for reviewing job descriptions for legal compliance, and has performed job description updates and FLSA status review for numerous municipalities.

Ms. Schmittgens is an Illinois licensed attorney and has been in private practice for the past eighteen years. Prior to that, she was the Senior Counsel and Manager of Government Affairs for Interstate National Corporation (a division of Fireman's Fund Insurance Company), where she was responsible for contract and policy review, company and agent licensing, and litigation management.

Ms. Schmittgens received her law degree from Indiana University and her Bachelor's Degree in Political Science from Illinois State University.

GovHR CURRENT AND COMPLETED PROJECT LIST (3-YEAR HISTORY)		
Client	Study	Year Completed
Channahon, Illinois	Compensation	In progress
Glenview, Illinois	Classification and Compensation	In progress
Mukwonago Community Library	Compensation	In progress
New Bedford, Massachusetts	Classification and Compensation	In progress
Southborough, Massachusetts	Compensation	In progress
St. Charles, IL Park District	Classification and Compensation	In progress
Troy, Michigan	Classification and Compensation	In progress
Wauconda, Illinois	Classification and Compensation	In progress
Westborough, Massachusetts	Classification and Compensation	In progress
Woodbury, Minnesota	Classification and Compensation	In progress
Lodi, Wisconsin	Compensation—Update	2018
Moline, Illinois	Classification and Compensation	2017/18
Arlington Heights, Illinois	Classification and Compensation	2017
Baraboo, Wisconsin	Compensation—Update	2017
Bloomfield Township Library, Michigan	Classification and Compensation, Job Descriptions	2017
Geneva, Illinois	Organizational Analysis	2017
Greater Peoria Mass Transit Dist., Illinois	Classification and Compensation	2017/18
ILCMA	Strategic Plan	2017
Joliet, Illinois	Classification and Compensation	2017
Lexington, Massachusetts	Classification and Compensation	2017
Lincolnwood, Illinois	Police Department Analysis	2017
McHenry, Illinois	Classification and Compensation	2017
Morton Grove, Illinois	Executive Coaching and Strategic Plan	2017
Mount Prospect, Illinois	Classification and Compensation	2017
Mukwonago, Wisconsin	Classification and Compensation	2017
Needham, Massachusetts	Compensation	2017
Oak Park Township	HR Needs Assessment	2017
Palatine Park District	Classification and Compensation	2017
Park District of Oak Park, Illinois	Compensation	2017
Rantoul, Illinois	Classification and Compensation	2017
Round Lake, Illinois	Classification and Compensation	2017
St. John, Indiana	Police & Fire Staffing Analysis	2017
South Milwaukee, WI	Streets Department Study	2017
Weston, Massachusetts	Classification and Compensation	2017
Windsor, Connecticut	Classification and Compensation	2017
Algoma Sanitary District	Compensation	2016
Burlington, Iowa	Classification and Compensation	2016
Des Plaines, Illinois	Classification and Compensation	2016
Eastham, Massachusetts	Classification and Compensation	2016

Geneseo Park District, Illinois	Strategic Plan	2016
Glencoe, Illinois	Classification and Compensation	2016
Machesney Park, Illinois	Compensation, Job Descriptions	2016
New Berlin, Wisconsin	Classification and Compensation	2016
Niles, Illinois	Compensation	2016
Pekin, Illinois	Organizational Analysis	2016
Plainfield, Illinois	Classification and Compensation	2016
Rantoul, Illinois	Classification and Compensation	2016
Riverside/ North Riverside, Illinois	Dispatch Consolidation Project	2016
South Barrington, Illinois	Classification and Compensation	2016
South Barrington, Illinois	Police Staffing Analysis	2016
Winnetka Park District, Illinois	Strategic Plan	2016
Berlin, Wisconsin	Classification and Compensation	2015
Dixon, Illinois	Classification and Compensation	2015
Evansville, Wisconsin	Compensation	2015
Franklin Park, Illinois	Compensation	2015
Franklin, Wisconsin	Classification and Compensation	2015
Oregon, Illinois	Compensation and Benefits	2015
Oshkosh, Wisconsin	Public Works Department Analysis	2015
Park District of Highland Park, Illinois	Classification and Compensation	2015
Plymouth, Wisconsin	Recreational Services Analysis	2015
Portage, Wisconsin	Organizational Analysis	2015
Romeoville, Illinois	Classification and Compensation, Staffing Analysis	2015
Schiller Park, Illinois	Police Department Analysis	2015
Southborough, Massachusetts	Classification and Compensation	2015
Sterling, Illinois	Classification and Compensation	2015
Vernon Hills	Public Works Department Analysis	2015
Waukesha, Wisconsin	Classification and Compensation, Job Descriptions	2015
Waupaca, Wisconsin	Job Descriptions	2015
Westmont, Illinois	Compensation	2015



CONTRACT

BETWEEN THE VILLAGE OF ORLAND PARK, ILLINOIS AND GOVHR USA, LLC

The Village of Orland Park, Illinois agrees to have GovHR USA, LLC conduct a Classification and Compensation Study as outlined in the Proposal dated July 2, 2018. The terms of the Proposal are incorporated herein and shall become a part of this contract.

Total Project Cost: \$32,750 (\$30,250 for professional fees and \$2,500 for expenses).

Payment Terms: Professional fees will be invoiced as follows: 40% of the fees (\$12,100) will be due and invoiced after the initial project meeting, 40% (\$12,100) due upon receipt of invoice approximately ten weeks through Study after delivery of the draft findings, and the remaining 20% (\$6,050) plus expenses due upon receipt of invoice at the conclusion of the Study.

ACCEPTED:

THE VILLAGE OF ORLAND PARK, ILLINOIS

BY: [Signature]

TITLE: Village Manager

DATE: 8/8/18

GovHR USA, LLC

BY: _____

TITLE: _____

DATE: _____