

8/31/2011

**51-R-11**

**A RESOLUTION**

**Authorizing the City Manager to Enter into  
A Contract for an Interim Library Director**

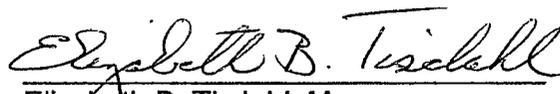
**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City desires to secure the services of Donna Dzedzic as the Interim Library Director of the Evanston Public Library (the "Library"). Donna Dzedzic is employed by Miriam Pollack & Associates, Inc..

**SECTION 2:** The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, an Agreement for Independent Contractor Services (the "Agreement") by and between the City of Evanston and Miriam Pollack & Associates, Inc., attached hereto as Exhibit A. The City Manager is further authorized to negotiate any changes or additional terms and conditions he may deem fit and proper.

**SECTION 3:** The City Manager and the City Clerk, respectively, are hereby authorized and directed to execute, attest, and deliver such other documents, agreements, and certificates as may be necessary to effectuate the sale herein authorized.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

  
Elizabeth B. Tisdahl, Mayor

Attest:

  
Rodney Greene, City Clerk

Adopted: September 12, 2011

**EXHIBIT A**

**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES  
BETWEEN THE CITY OF EVANSTON AND MIRIAM POLLACK + ASSOCIATES, INC.**

**THIS AGREEMENT** (the "Agreement") is made and entered into by and between the **CITY OF EVANSTON**, an Illinois home rule municipality (the "City"), and **MIRIAM POLLACK & ASSOCIATES, INC.**, an Illinois corporation (the "Independent Contractor"). The City and the Independent Contractor shall be referred to herein collectively as the "Parties".

**WHEREAS**, the City desires to secure the services of Donna Dzedzic ("Dzedzic"), as the Interim Director of the Evanston Public Library (the "Library") and Dzedzic is under contract with the Independent Contractor;

**WHEREAS**, the City, the Independent Contractor and Dzedzic believe that a written Agreement is necessary to specifically describe their relationship, to serve as the basis of effective communication between them, and to describe the terms and conditions thereof;

**NOW THEREFORE**, the City and the Independent Contractor agree as follows:

**1) Services.** Effective on the first day of the Term, the City hereby retains Dzedzic, through the Independent Contractor, to perform the functions and services described below. The City acknowledges that Dzedzic's ability to carry out the work required relies upon Dzedzic's past experience in the industry and in providing similar services to others, and the City expects Dzedzic to continue such work in the future. The City recognizes that the method(s) used to perform such services is/are at the discretion of Dzedzic. Dzedzic shall be the administrative head of the Library, shall report to the City Manager, and shall have the following two main objectives during the Term:

**(a)** To assist the City and the Library with the transition to a municipal library as defined in the Public Library District Act, 75 ILCS 5/1 *et seq.* and other applicable Illinois laws; and

**(b)** To serve in an advisory capacity to the City Manager, Library Board and other appropriate Library staff members.

**2) Term.** This Agreement shall begin September 6, 2011 and shall continue in effect to February 29, 2012. The Parties may agree, in writing, to a three (3)-month, renewable extension of said Term.

**3) Compensation.** The City agrees to compensate the Independent Contractor for services rendered by Dzedzic pursuant hereto at the rate of Seventy-Five and no/100 Dollars (\$75.00) per hour. Except when granted prior authorization by the City Manager, the maximum hours per week for which Dzedzic can perform services and bill the City shall be Thirty-Seven and One-Half (37.5) hours. Payments shall be preceded by an invoice from the Independent Contractor, to be submitted monthly, which the City shall then pay in the ordinary course of business.

**4) Relationship.** The Independent Contractor agrees that Dzedzic will perform the Services hereunder solely as an Independent Contractor employment relationship. The Parties recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties for any purposes. In the course of all work performed pursuant to this Agreement, the Independent Contractor shall

abide by the City's Code of Ethics as set forth in Section 1-10-4 of the Evanston City Code of 1979, as amended ("City Code"). For the purposes of the Code of Ethics, the Independent Contractor shall be considered a "municipal officer." The Independent Contractor is not authorized to enter into or commit the City to any agreements, without the prior consent of the City Manager or his designee. The City acknowledges and agrees that the Independent Contractor may have other clients to which she performs other services and the Independent Contractor is not exclusively working for the City within the aforementioned Term.

**5) Benefits.** The Independent Contractor shall not be entitled to participate in any of the City's benefits, including, but not limited to, any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility to review, determine and pay, as Independent Contractor and Dziejdzic determine is/are appropriate under applicable law.

**6) Hotel Expenses.** The City will reimburse the Independent Contractor for hotel expenses at the Hilton Orrington Hotel, 1710 Orrington Avenue, Evanston, IL. The Parties anticipate that the Dziejdzic will reside at said hotel one (1) to two (2) days per week during the Term of this Agreement.

**7) Indemnification and Insurance.**

(a) The City shall indemnify and hold harmless the Independent Contractor against claims arising out of the performance of the Services and obligations under this Contract. In regards to all other claims, the Independent Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including reasonable attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Independent Contractor. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage. This provision shall survive completion, expiration or termination of this Agreement. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

(b) The Independent Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to Independent Contractor, including workers compensation claims, which may arise from or in connection with the performance of the work hereunder by the Independent Contractor. The Independent Contractor warrants that Dziejdzic will not file any worker's compensation claims against the City relating to work performed during the term of this Agreement.

**8) Proprietary Rights.** In connection with the performance of Services hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the City, whether or not so identified. The Independent Contractor acknowledges that Dziejdzic has no right to or interest in any and all of her work product produced, resulting from the Services performed hereunder. Said work product shall remain the property of the City and the Library following the termination of this Agreement.

**9) Termination.** The City may terminate this Agreement at will. This Independent Contractor may terminate this Agreement only upon fifteen (15) days' prior written notice.

**10) Amendments.** Any amendments or modifications to this Agreement shall be in writing and bear the signatures of the duly authorized representatives of the Parties. The City Manager, after consultation and mutual agreement with the Independent Contractor, may fix any such other terms and conditions of employment as he may determine necessary and expedient, relating to the performance of the Independent Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other applicable law or regulation.

**11) Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (a) If to City: City of Evanston  
Law Department  
2100 Ridge Avenue, Room 4400  
Evanston, Illinois 60201  
Phone 847-866-2937  
mmasoncup@cityofevanston.org
- (b) If to Independent Contractor: Miriam Pollack + Associates  
1066 Shermer Road, Suite 30  
Northbrook, IL 60062  
Phone 847-272-5011  
miriampollack@comcast.net

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**12) General Provisions.**

(a) The text herein shall constitute the entire agreement between the Parties. The Independent Contractor and Dziejdzic recognize that all representations, warranties, and understandings within this Agreement are binding upon both parties.

(b) This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party.

(c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or

portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) The laws of the State of Illinois shall govern the construction, validity, performance, and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in State or Federal Court in Illinois. The City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Independent Contractor.

13) **Effective Date.** The Agreement shall become effective upon execution by both Parties.

IN WITNESS WHEREOF, the City of Evanston has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Clerk, and the Independent Contractor has signed and executed this Agreement, on dates set forth below.

City of Evanston

Walter J. Bobkiewicz  
Walter J. Bobkiewicz, City Manager  
City of Evanston, Illinois

Date: 9/13/2011, 2011

ATTEST:  
Rodney Greene  
Rodney Greene  
City Clerk

Miriam Pollack & Associates, Inc.

Miriam Pollack  
By: Miriam Pollack  
An Illinois corporation

Date: Sept 13, 2011

STATE OF ILLINOIS )  
 ) ss.  
 )

THIS IS TO CERTIFY that on this 13 day of September, 2011, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared **Miriam Pollack of Miriam Pollack & Associates, Inc.** known to be the person described in and who executed the foregoing instrument; and acknowledged to me that he or she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

Eric Robbins  
NOTARY PUBLIC FOR ILLINOIS  
My Commission Expires: 4/10/2015

