



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Mayor
Marian McClellan
Mayor Pro Tem
Paul Levine
Council Members
Michael Seligson
Carolyn Burns
Kiesha Speech
City Manager
Erik Tungate

NOTICE

SPECIAL COUNCIL MEETING OF THE 35th OAK PARK CITY COUNCIL

February 25, 2015
6:00 PM

Notice is hereby given that a Special City Council Meeting of the Oak Park City Council is scheduled for February 25, 2015 at 6:00 PM and will be held in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Blvd., Oak Park, Michigan 48237.

The purpose of the Special Meeting is to consider the following special business:

- A. City Manager Review of Key Projects/Initiatives
- B. Approval of a contract with YourSource HR, LLC for human resources audit and consulting services
- C. CLOSED SESSION
Pursuant to Section 8 of the Open Meetings Act to convene into a Closed Session to discuss Attorney Client Privileged Communication, Pending Litigation, Collective Bargaining Agreements and a Periodic Personnel Evaluation. The City Manager has formally requested a closed session to conduct an annual performance review.
- D. Amendments to City Manager employment contract

Notice of the above meeting of the City of Oak Park is given in compliance with the Charter, Section 7.2, and with provisions of Public Act No. 267 of 1976, as amended.

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. The City will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Special Council Meeting will be made with 7-day prior notice.


Marian McClellan, Mayor

Oak Park

Special Council Meeting

February 25, 2015





**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
35TH OAK PARK CITY COUNCIL
February 25, 2015
6:00 PM**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLLCALL**
- 3. SPECIAL BUSINESS**
 - A. City Manager Review of Key Projects/Initiatives
 - B. Upon legal review, approval of a contract with YourSource HR, LLC for human resources audit and consulting services not to exceed a total amount of \$26,400.00
 - C. CLOSED SESSION
Pursuant to Section 8 of the Open Meetings Act to convene into a Closed Session to discuss Attorney Client Privileged Communication, Pending Litigation, Collective Bargaining Agreements and a Periodic Personnel Evaluation. The City Manager has formally requested a closed session to conduct an annual performance review.
 - D. Amendments to City Manager employment contract
- 4. CALL TO THE AUDIENCE**

Each speaker's remarks are a matter of public record; and the speaker, alone, is responsible for his or her comments; the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. There is a three minute time limit per speaker.
- 5. ADJOURNMENT**

**DOCUMENTS
TO BE
PROVIDED
AT THE
MEETING**

YourSource HR, LLC HR Audit Agreement

Agreement made by and between YourSource Management Group, Inc., a Michigan corporation ("YMG") and the City of Oak Park ("Client"), Michigan Corporations.

In consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. **Services.**

YMG shall: provide targeted human resources audit services by reviewing the current practices used to carry out the Human Resources functions. The human resources audit will address a minimum of the following areas:

- Recruitment and Selection
- New Hire Orientations
- Total Rewards: Benefits & Compensation
- Employee Relations & Communications
- Files and Record Maintenance
- Regulatory Compliance
- Training and Development
- Safety, Health and Wellness
- Terminations

The findings of the audit will be provided in a comprehensive report based on the specific areas identified including additional results and recommendations as appropriate.

2. **Payment and Terms.**

Client shall pay to YMG the amount of \$165/hour for Human Resource Auditing as set forth in the proposal with a not-to-exceed of \$26,400.

a) **Payment Terms.**

- I. **Payment:** Client shall deliver to YMG payment on a weekly basis for hours worked. Upon execution of this agreement YMG shall provide an HR Consultant at least 16 hours per week at the rate of \$165 an hour.

- b) **Term.** The term of this agreement is from initial introduction of the HR Consultant until the completion and presentation of the audit results.

3. **Indemnification.** Client hereby agrees to indemnify, defend and hold harmless YMG and any parent subsidiary or affiliate thereof, and their directors, officers, attorneys, employees (except the Employees), agents and consultants (collectively, the "Indemnified YMG Parties", and individually, the "Indemnified YMG Party") from and against all demands, claims, actions or causes of action, assessments, losses, damages, judgments, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs and expenses, including, but not limited to, loss of business goodwill, profits or other consequential, special or incidental damages, interest penalties and attorney fees and expenses asserted (collectively referred to as "Damages") against, imposed upon or incurred by any Indemnified YMG Party, directly or indirectly, by reason of or resulting from or relating to any of the following:

- I. Breach or misrepresentation by Client of any terms, condition, covenant, obligation or warranty made or contained in this Agreement or in any certificate or other instrument or document furnished or to be furnished to YMG under this Agreement, including, but not limited to, failure of Client to cooperate in the defense of employment claims, litigation, grievance and arbitration under Section 6 (d) herein;
- II. Litigation, claims or other liability arising out of Client's products and services or arising from the acts, or failures to act, by Client and/or its employees, agents, former employees or former agents, and/or the Employees, including, but not limited to, acts or failures to act constituting

negligence, tortuous, willful or other misconduct, criminal or dishonest conduct or other conduct in violation of applicable Federal, State or local law or the terms and conditions of this Agreement;

- III. Litigation or claims arising from any action, or failure to act, by YMG at the direction of Client;
- IV. Litigation or claims by the Employees against YMG (including those arising under the Client Employee contracts), other than litigation or claims arising from YMG's violations of the terms and conditions of this Agreement or litigation or claims arising from any action, or failure to act, by Client at the direction of YMG.

- a. The parties agree to cooperate in such a manner as to preserve and uphold the confidentiality of all confidential business records and the attorney-client and attorney work-product privileges. Each party agrees it will use its best efforts in any action, suit or proceeding in which it has assumed the defense or participated in (consistent with applicable law and rules of procedures) to preserve any applicable attorney-client or work-product privilege, and (ii) all communications between any party hereto and counsel responsible for or participating in the defense of any action, suit or proceeding shall, to the extent possible, be made so as to preserve any applicable attorney-client or attorney work-product privilege.

4. **Miscellaneous.**

- a. **Assignment.** Neither party can assign this Agreement nor its rights and duties here under nor did any interest herein without prior written consent from the other, provide that YMG may assign this Agreement to an affiliate.
- b. **Agreement Cooperation.** The parties represent that the Agreement, and any addenda and/or exhibits attached thereto, have been jointly drafted for the purpose of contract construction and performance.
- c. **Amendment.** None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by each party hereto,
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein. No oral or written agreements, practice or course of dealing between the parties relating to the subject matter herein shall supersede this Agreement,
- e. **Waiver.** Failure by either party hereto at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action.
- f. **Forms.** Client may exclusively utilize the forms provided by YMG, on YMG's stationary and letterhead, in dealing with the Employees.
- g. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecom or other wire transmission (with request for assurance of delivery in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business (attention to the President) or to such other address of which the parties may have given notice. Unless otherwise specified herein, notices shall be deemed received (i) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (ii) on the next business day after deposit with an overnight air courier; or (iii) three (3) business days after being sent, if sent by registered or certified mail.
- h. **Force Majeure.** Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement whereas such interruption is due to war, rebellion or insurrection, an act of God, fire, government statute, order or regulation prohibiting the performance of this Agreement, riots, strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this section, for other causes beyond the reasonable control of YMG or Client.

- i. **Successors and Assigns.** The Agreement shall be binding upon YMG and Client and the Successors, transferees and assigns of each.
- j. **Section Headings.** The Section Heading of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligation of the parties under this Agreement.
- n. **Non-Solicitation of Employees.**
 - I. Client agrees that during the Term of this Agreement and for a period of twelve (12) months thereafter (the "Nonhire Period") it will not, directly or indirectly, solicit, hire, or retain, as an independent contractor, consultant, employee, or otherwise any employee of YMG, or YourSource Management Group, Inc, or any affiliate of either of them (collectively the "YourSource Companies). Additionally, client shall not solicit, hire or retain, as an independent contractor, consultant, employee or otherwise, any former employee of YourSource Companies during the Nonhire Period unless a period of 12 months has elapsed since the employee's employment with YourSource Companies ended.
 - II. In the event of a breach of this Non-Solicitation section, YourSource Companies shall be entitled to receive from Client, as liquidated damages and not as penalty, a sum equal to one year's salary, including the value of benefits, of the person hired, unless otherwise mutually agreed upon in writing by both parties. Payment shall be made within 30 days after the breach by Client.

This Agreement has been executed on February 26, 2015.

YourSource Management Group, Inc.

By: _____,

Its _____

Client: _____

By: _____

Its: _____