

RESOLUTION R-2024-87

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 494 WITH  
WILLIAM MURPHY FOR ADMINISTRATIVE CONSULTING SERVICES**

**WHEREAS**, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the position of Assistant City Manager for the City has been vacant since July 2024; and, as such, certain projects and tasks are not being managed or completed as thoroughly or expeditiously as they otherwise would have given the workload of Administrative staff; and

**WHEREAS**, given the changing dynamics of the City Manager's office, City staff believes it is in the best interests of the City to engage a consultant on a part-time basis to oversee projects and complete tasks as assigned by the City Manager ("Services"); and

**WHEREAS**, William Murphy has the required experience to provide the Services; and

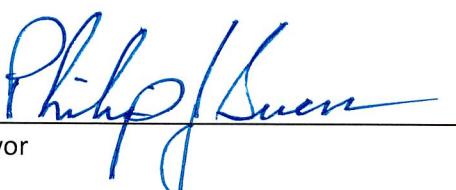
**WHEREAS**, both parties agree to the terms and conditions set forth in the Agreement for Administrative Consulting Services; and

**WHEREAS**, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into Agreement No. 494 with William Murphy for Administrative Consulting Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to City of Wheaton Agreement No. 494 with William Murphy for Administrative Consulting Services; and that a copy of that certain City of Wheaton Agreement No. 494 is on file in the City Clerk's Office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 7<sup>th</sup> day of October 2024.

  
Philip J. Suess  
\_\_\_\_\_  
Mayor

ATTEST:

  
Andrea Rosedale  
\_\_\_\_\_  
City Clerk

**Roll Call Vote:**

Ayes: Councilman Brown  
Mayor Suess  
Councilman Clousing

Councilwoman Robbins  
Councilman Weller  
Councilman Barbier

Nays:

Absent:

None  
Councilwoman Bray-Parker  
Motion Carried Unanimously

## AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES

This Agreement is made this 8th day of October, 2024 by and between the City of Wheaton ("City") and William Murphy ("Murphy").

**WHEREAS**, the City wishes to retain the Services of Murphy to provide Administrative Consulting Services ("Services") for the City Manager's Office; and

**WHEREAS**, Murphy is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### I. Scope of Services

Murphy shall perform the Services at Wheaton City Hall. Murphy shall report to the City Manager. The City Manager will assign to Murphy projects and tasks to work on and oversee.

Murphy shall provide the Services at City Hall three (3) days per week for a minimum of six (6) hours per day. Murphy shall not accumulate more than twenty-four (24) hours per week unless more hours are requested by the City Manager and agreed to by Murphy.

### II. Term of Agreement

This Agreement shall have an effective date of October 14, 2024 and terminate at the discretion of the City Manager.

### III. Compensation

#### A. Basic Fees:

The City shall pay Murphy \$85 per hour for Services performed.

#### B. Consultant Invoices:

Murphy shall submit an invoice to the City Manager every two weeks with the first invoice submitted two weeks after he begins providing the Services. Each invoice shall contain the billing period, the day and hours each day work was provided, and a description of the tasks performed.

### IV. General Terms and Conditions

#### A. Relationship Between Murphy and the City

The relationship between the City and Murphy is that of a buyer and seller of professional services and it is understood that Murphy is not an employee of the City, and the parties have not entered into any joint venture or partnership with the other.

**B. Standard of Care**

Services performed by Murphy under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**C. Cooperation with FOIA Compliance**

Murphy acknowledges that the Freedom of Information Act may apply to public records in his possession. Murphy shall cooperate with the City in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 *et seq.*

**D. Confidentiality**

Murphy acknowledges that, in performing the Services for the City under this Agreement, he may have access to or be directly or indirectly exposed to confidential information. Murphy shall not disclose confidential information or use any confidential information without express prior written consent of the City.

**V. Indemnification of the City**

Murphy will indemnify and hold harmless the City and its officers, employees and agents from any and all liability, losses or damages the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Murphy under this Agreement.

**VI. Miscellaneous Provisions**

**A. Termination**

In the event of Murphy's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the City, the Agreement may be canceled, in whole or in part, upon the City's written notice to Murphy. The City will pay Murphy's costs actually incurred as of the date of receipt of notice of termination. Upon termination, Murphy will deliver all documents and products of whatever kind, which have been produced to the date of the notice of termination.

**B. Governing Law and Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**C. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**D. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**E. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**F. Assignment**

Murphy may not assign this Agreement.

**G. City Ordinances**

Murphy will strictly comply with all ordinances of the City and laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

William Murphy



Date: 10/14/24

City of Wheaton

By: Philip Sauer

Mayor

Date: October 8, 2024

Attest: Andrea Rosedale

City Clerk

