

RESOLUTION
AUTHORIZING EXECUTION OF AN AGREEMENT WITH
STEVEN NEMEROVSKI AND LAWRENCE J. SUFFREDIN, JR. FOR
LEGISLATIVE REPRESENTATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that pursuant to Elgin Municipal Code Section 5.02.020B(9) the City Council hereby finds that an exception to the requirements of the procurement ordinance is necessary and in the best interest of the city; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that Richard G. Kozal, City Manager, and Kimberly A. Dewis, City Clerk, be and are hereby authorized and directed to execute an agreement on behalf of the City of Elgin with Steven Nemerovski and Lawrence J. Suffredin, Jr. for legislative representation, a copy of which is attached hereto and made a part hereof by reference.

s/ David J. Kaptain
David J. Kaptain, Mayor

Presented: May 10, 2017
Adopted: May 10, 2017
Omnibus Vote: Yeas: 9 Nays: 0

Attest:

s/ Kimberly Dewis
Kimberly Dewis, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of May, 2017, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as "CITY") and STEVEN NEMEROVSKI and LAWRENCE SUFFREDIN, JR. (hereinafter referred to as "LOBBYISTS").

WHEREAS, the CITY desires to engage the LOBBYISTS to furnish certain professional services in connection with state and federal government legislative efforts; and

WHEREAS, the LOBBYISTS represent that they are in compliance with the applicable statutes relating to the registration and qualifications of lobbyists and that they have the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the CITY and the LOBBYISTS that the CITY does hereby retain the LOBBYISTS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, to act for and represent the City in the matters described herein and subject to the following terms and conditions and stipulations, to-wit:

1. SCOPE OF SERVICES

The LOBBYISTS shall perform the following services at the direction of City's City Manager:

- A. Assist the CITY in developing a legislative agenda for the State and Federal Governments;
- B. Assist the CITY in participating in all State programs that are of benefit to the CITY;
- C. Arrange meetings necessary to accomplish A and B with all elected or appointed State officials;
- D. Assist in preparing all written materials necessary to accomplish A and B; and
- E. Prepare testimony for all appropriate hearings necessary to accomplish A and B.
- F. Attend City Council meetings, as well as all other necessary meetings

as determined by CITY and LOBBYISTS.

2. PAYMENTS TO THE LOBBYISTS

For the services provided by the LOBBYISTS pursuant to this Agreement the LOBBYISTS shall be paid a total fee in the amount of Twenty-Five Thousand Dollars (\$25,000) for services performed in the years 2017 and 2018. Such fees shall constitute the total amount to be paid to the LOBBYISTS and shall include but not be limited to all ordinary expenses including all in-state travel. The LOBBYISTS shall be solely responsible for all costs associated with any first two out of state trips per calendar year. The CITY shall be responsible for all reasonable extraordinary expenses including out-of-state travel subsequent to the first two out-of-state trips per year; provided, however, the CITY must approve any such travel or extraordinary expenses in writing prior to any such expenditures being made. The fees provided for herein shall be paid to the LOBBYISTS in eleven (12) equal monthly installments during the year.

3. TERMINATION OF AGREEMENT

Notwithstanding any other provision herein, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to either party. In the event that this Agreement is so terminated, the fee to be paid to the LOBBYISTS shall be prorated to reflect the reduced term of the agreement.

4. TERM

The term of this agreement shall commence on April 1, 2017, and shall terminate on March 31, 2018 unless terminated earlier pursuant to Section 3 or 5 herein.

5. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. In the event this agreement is terminated pursuant to a breach or alleged breach by CITY, LOBBYISTS damages shall be limited to a *prorata ad valorem* fee. LOBBYISTS shall not be entitled to any additional damages of whatsoever nature, including but not limited to consequential, indirect or other fees or damages.

6. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

7. INDEPENDENT CONTRACTOR

This agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto except as otherwise specifically provided for herein.

8. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof as herein provided.

9. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

10. NEWS RELEASES

The LOBBYISTS may not issue any news releases without prior approval from the City Manager.

11. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to CITY:

RICHARD G. KOZAL
City Manager
City of Elgin
150 Dexter Court
Elgin, Illinois 60120-5555

B. As to LOBBYISTS:

LAWRENCE J. SUFFREDIN, JR.
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601

12. EXECUTION

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by e-mail or facsimile shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by e-mail or facsimile shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such e-mailed or faxed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party, any e-mail or facsimile copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of e-mail or facsimile as a defense to this agreement and shall forever waive such defense.

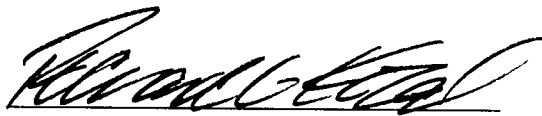
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date and year first written above.

For the CITY:

For the LOBBYISTS:

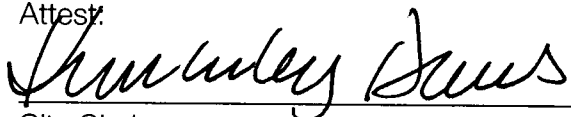
CITY OF ELGIN

LOBBYISTS

By: 
City Manager


Lawrence J. Suffredin, Jr.

Attest:


City Clerk