

## CONTRACTUAL AGREEMENT

This Agreement is made on the 1<sup>st</sup> day of June 2012, between ROGER C. MARQUARDT & CO., INC. ("RCM & CO") having its principal place of business, at 600 So. Second Street, Suite 400, Springfield, Illinois 62704 and the VILLAGE OF LOMBARD, having its principal place of business, at 255 E. Wilson Ave, Lombard, Illinois, 60148.

IN CONSIDERATION of the VILLAGE OF LOMBARD , retaining RCM & CO, it is agreed as follows:

### I. COMPENSATION AND TERMS

The VILLAGE OF LOMBARD retains RCM & CO and RCM & CO hereby agrees to represent the VILLAGE OF LOMBARD, in the capacity of "lobbyist/consultant", before the Illinois General Assembly and the executive levels of state government.

The term of this Agreement is as follows: June 1<sup>st</sup> 2012 through May 31, 2013

The following fee schedule shall apply: \$4,000.00 per month ( due upon receipt of monthly invoice)

### II. WARRANTIES BY RCM & CO

RCM & CO represents and warrants to the VILLAGE OF LOMBARD that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. RCM & CO further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

### III. INDEPENDENT CONTRACTOR

RCM & CO acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. RCM & CO shall not enter into any contract or commitment on behalf of the VILLAGE OF LOMBARD, RCM & CO further acknowledges that they are not considered an affiliate or subsidiary of the VILLAGE OF LOMBARD, and are not entitled to any of the VILLAGE OF LOMBARD employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

### IV. BUSINESS PRACTICES

RCM & CO hereby represents and covenants that they:

- have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;
- will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

RCM & CO recognizes and acknowledges that this Agreement creates a confidential relationship between RCM & CO and the VILLAGE OF LOMBARD, and that information concerning the VILLAGE OF LOMBARD, or its operation, whether written or oral, is confidential in nature. All such information concerning the VILLAGE OF LOMBARD is hereinafter collectively referred to as "Confidential Information". RCM & CO will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which RCM & CO may acquire or develop in connection with or as a result of the performance of this agreement. RCM & CO further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. GRANT

RCM & CO agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of the VILLAGE OF LOBMARD and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without the VILLAGE OF LOMBARD, prior written consent. Any rights granted to RCM & CO under this Agreement shall not affect the VILLAGE OF LOMBARD exclusive ownership of the work product.

VII. TERMINATION

Either party may terminate this Agreement with ninety (90) days notice given the other party subject to the terms outlined in Section VIII., ENTIRE AGREEMENT AND NOTICE.

VII. ENTIRE AGREEMENT AND NOTICE

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, the VILLAGE OF LOMBARD and ROGER C. MARQUARDT & CO., INC. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, the VILLAGE OF LOMBARD and ROGER C. MARQUARDT & CO., INC. have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

VILLAGE OF LOMBARD

ROGER C. MARQUARDT & CO., INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_