

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

DISTRICT #

- Resolution or Ordinance (Blue) Waiver of First Requested _____
- Recommendations of Boards, Commissions & Committees (Green) _____
- Other Business (Pink) _____

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE : July 31, 2009 B of T August 20, 2009

SUBJECT: Agreement with Roger C. Marquardt & Company, Inc. for Lobbying Services

SUBMITTED BY: David A. Hulseberg, Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Resolution authorizing an Agreement for lobbying services between the Village of Lombard and Roger C. Marquardt & Company, Inc. through July 1, 2010.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____
 Village Manager _____
 Date _____
 Date 7/31/09

NOTE:

All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.

submit



MEMO TO : The Honorable President
And Board of Trustees

FROM : David A. Hulseberg
Village Manager

DATE : July 31, 2009

SUBJECT : Agreement with Roger C. Marquardt & Company for
Lobbying Services

Attached is an Agreement between the Village of Lombard and Roger C. Marquardt & Company, incorporated providing for lobbying services for the Village beginning June 1, 2009 through July 1, 2010. As you are aware, the Village has utilized the services of RCM & Co. in the past and has been pleased with the services provided. As we move forward into this fiscal year and with the continued need to be represented in Springfield, I would recommend approval of this Agreement.

If you have any questions, please feel free to contact me.

/cb

Attachments

/cb

Marquardtagreementnew73109

RESOLUTION
R

**A RESOLUTION AUTHORIZING SIGNATURE OF
THE VILLAGE PRESIDENT ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Roger C. Marquardt & Company, Inc. (RCM & Co.) as attached as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2009.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2009.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of July 2009, 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: July 1st 2009 through July 1st 2010

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 LOMBARD 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 to 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: _____