

RESOLUTION
AUTHORIZING EXECUTION OF AN AGREEMENT WITH
DAN SHOMON, INC. 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 Sean R. Stegall, 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 Dan Shomon, Inc. 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: February 24, 2016
Adopted: February 24, 2016
Omnibus Vote: Yeas: 9 Nays: 0

Attest:

s/ Kimberly Dewis

Kimberly Dewis, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of February, 2016, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as "CITY") and DAN SHOMON, INC., an Illinois corporation, (hereinafter referred to as "LOBBYIST").

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

WHEREAS, the LOBBYIST represents that he is in compliance with the applicable statutes relating to the registration and qualifications of LOBBYIST and that he has 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 LOBBYIST that the CITY does hereby retain the LOBBYIST 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 LOBBYIST shall perform the following services at the direction of City's city manager:

- A. Assist the CITY in developing legislative agendas for the Federal and State and Governments;
- B. Assist the CITY in participating in all Federal and State programs that are of benefit to the CITY;
- C. Arrange meetings necessary to accomplish subparagraphs A and B of this section with all elected or appointed Federal and State officials;
- D. Assist in preparing all written materials necessary to accomplish subparagraphs A and B of this section; and
- E. Prepare testimony for all appropriate hearings necessary to accomplish subparagraphs A and B of this section.
- F. Attend city council meetings, as well as all other necessary meetings as determined by CITY and LOBBYIST.

2. PAYMENTS TO THE LOBBYIST

For the services provided by the LOBBYIST pursuant to this Agreement the LOBBYIST shall be paid a total fee in the amount of Eighty-Four Thousand Dollars (\$84,000.00) for services performed during the calendar year of 2016, and during the calendar years of 2017 and 2018. Such fees shall constitute the total amount to be paid to the LOBBYIST and shall include but not be limited to all ordinary expenses including all in-state travel. The LOBBYIST 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 LOBBYIST in twelve (12) equal monthly installments during the calendar years of 2016, 2017 and 2018, with the exception of payment for the months of January and February 2016, inclusive, in which such payment shall be made to the LOBBYIST upon the execution of this Agreement.

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 LOBBYIST shall be prorated to reflect the reduced term of the agreement.

4. TERM

The term of this agreement shall commence on January 1, 2016, and shall terminate on December 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, LOBBYIST damages shall be limited to a prorata ad valorem fee. LOBBYIST 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 LOBBYIST 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:

SEAN R. STEGALL
City Manager
City of Elgin
150 Dexter Court

Elgin, Illinois 60120-5555

B. As to LOBBYIST:

DAN SHOMON, INC.
ATTN: Wes Toppert
33 W. Monroe Street, Suite 1050
Chicago, IL 60603

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:

CITY OF ELGIN

By: 
City Manager

For the LOBBYIST:

DAN SHOMON, INC.

By: 
Dan Shomon

Attest:


City Clerk