

**RESOLUTION NO. R-147-2015**

**A RESOLUTION APPROVING AN AGREEMENT WITH LOCKRIDGE GRINDAL  
NAUEN, P.L.L.P., FOR CONSULTING AND ADVISORY SERVICES**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the VILLAGE, pursuant to 65 ILCS 5/2-2-12, is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE desires to enter into an agreement with the LOCKRIDGE GRINDAL NAUEN, P.L.L.P., of Minneapolis, Minnesota (hereinafter the "LGN"), a consulting services firm specializing in monitoring, lobbying, and local governmental advocacy relative to federal legislative and administrative matters, to advise the VILLAGE on and advance its federal legislative and regulatory priorities concerning the noise issues related to Chicago O'Hare International Airport and the O'Hare Modernization Program; and

WHEREAS, the VILLAGE will benefit from LGN'S consulting and advisory services in that they will enable the VILLAGE to develop effective noise control and mitigation strategies and pursue them legislatively and with the Federal Aviation Administration and other federal agencies; and

WHEREAS, for the aforesaid reasons, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the "Federal Representation Services

Agreement (“AGREEMENT”)” for said consulting and advisory services, which AGREEMENT is attached hereto as Exhibit “A” and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

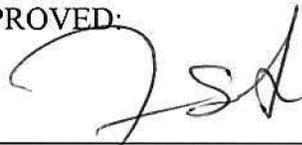
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the AGREEMENT substantially in form attached hereto and incorporated herein by reference as Exhibit “A,” with any necessary revisions for the dating of the AGREEMENT.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 8th day of December 2015.

APPROVED:



Frank Soto, Village President

ATTEST:

  
Ilsa Rivera-Trujillo, Village Clerk

Ayes: Carmona, Jaworska, Janowiak, O'Connell, Wesseler

Nays: None

Absent: DeSimone

## AGREEMENT

### FEDERAL REPRESENTATION SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this   1   day of October, 2015 between **LOCKRIDGE GRINDAL NAUEN, P.L.L.P. ("LGN")**, Suite 2200, 100 Washington Avenue South, Minneapolis, MN 55401, and **THE VILLAGE OF BENSENVILLE, IL 12 South Center Street, Bensenville, IL 60106 ("Client")**.

### WITNESSETH

**WHEREAS**, the Client, wishes to retain the services of LGN to assist the Client in monitoring, reporting, lobbying and local advocacy related to certain federal legislative and administrative matters;

**NOW, THEREFORE**, in consideration of the mutual undertakings and promises hereinafter set forth, the Client and LGN agree as follows:

#### 1. SCOPE OF SERVICES

- 1.1 **Services.** The parties agree that LGN shall serve the Client on a contract basis as the Client's Federal Legislative Representative. Subject only to the general direction of the Client leadership, LGN shall represent the Client's federal legislative priorities. LGN shall choose the means and manner in which it performs the requirements of the Agreement but the approval of all legislative positions resides with the Client. The scope of LGN's services are set forth in Exhibit A. LGN's work and services provided herein shall be directed and supervised by Dennis McGrann, and includes the services of David Carbone, Ron Seymour, Jason Schwartz and such other consultants as LGN deems appropriate.
- 1.2 **Additional Services.** If additional services, projects or work are desired and agreed upon by the Client and LGN, the fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

#### 2. TERM AND TERMINATION

- 2.1 **Term.** The term of engagement for the services provided shall be October 1, 2015 through September 30, 2016 subject to termination as provided in Section 2.2.
- 2.2 **Termination.** This Agreement may be terminated prior to its expiration only as follows:
- 2.2.1. Upon the written mutual agreement of the Parties hereto; or
- 2.2.2. By either Party upon thirty (30) days written notice to the other Party.

#### 3. COMPENSATION

- 3.1 **Fees.** In consideration of services performed as specified in Section 1.1 and Exhibit A of this Agreement, the Client shall pay LGN professional fees in the amount of **\$130,000** payable in monthly installments of **\$10,833.33**.



- 3.2 **Changes in Scope of Work.** LGN reserves the right to propose additional fees for changes or additions to the scope of work covered by this Agreement. If agreed to by the Client, such changes or additions will be executed as an amendment to this Agreement.
- 3.3 **Costs.** All out-of-pocket costs, with the exception of travel expenses, associated with LGN's performance of the services shall be borne by LGN. Travel expenses shall be reimbursed by the Client if such travel is requested by the Client.
- 3.4 **Payment.** Payment for professional fees and expenses shall be made to LGN upon submission by LGN to the Client of invoices for services rendered and expenses incurred and the Client shall pay LGN within twenty (20) days from receipt of each invoice.
- 3.5 **Payment Upon Termination.** In the event this Agreement is terminated prior to the end of the term, the Client shall be responsible for payment for services performed only through the date of termination based on records of work performed through such date.

#### 4. **INDEPENDENT CONTRACTOR**

LGN shall select the means, method, and manner of performing the services herein. LGN is and shall remain an independent contractor with respect to all services performed under this Agreement. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to the Client employees, shall accrue to LGN or employees of LGN performing services under this agreement.

#### 5. **INSURANCE**

LGN agrees that it will, at all times during the term of this Agreement, keep in force policies of insurance providing:

- A. General Liability and Professional Liability insurance.
- B. Workers' Compensation Insurance. Limits per applicable State and Federal Laws.
- C. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04.
- D. All policies shall provide that they shall not be canceled, materially changed, or not renewed without thirty days prior notice thereof to the Client.
- E. Certificates of Insurance evidencing the insurance required under this clause must be provided to the Client as requested.

#### 6. **COMPLETE AGREEMENT**

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

7. **AMENDMENTS AND WAIVERS**

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

8. **SEVERABILITY**

Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof to the extent that if any sections, provisions or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

9. **ETHICS**

LGN shall, to the extent applicable, comply with all provisions Federal lobbying regulatory requirements.

10. **NOTICES**

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the address of the appropriate Party as provided herein:

To the Client:

Village of Bensenville  
12 South Center Street, Bensenville, IL 60106  
Attention Acting Village Manager Frank Kosman

To LGN:

Lockridge Grindal Nauen P.L.L.P.  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Attention: Harry E. Gallaher

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the date aforementioned.

THE CLIENT:  
THE VILLAGE OF BENSENVILLE

By: \_\_\_\_\_  
Its:

LGN:  
LOCKRIDGE GRINDAL MAUEN P.L.L.P.

By: Harry K. Gallaher  
Its: Managing Partner

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Analyze critical issue areas to devise and implement a federal and/or local engagement strategy to maximize opportunities to secure federal resources regulatory changes and noise abatement goals for the following Client High Priority Aviation Policy (the "Initiatives"):
  - Assist with application and securing support for FAA Land Use Compatibility Grant; engage appropriate Members of Congress to secure support.
  - Determine, develop and assist in implementing appropriate strategy for CNEL advocacy with FAA; engage appropriate Members of Congress to secure support.
  - Assist in representing client at ONCC meetings, including but not limited to: ONCC General Meetings, ONCC Technical Committee Meetings, and ONCC ADHOC Group Meetings.
  - Continue to develop and implement advocacy and communication strategy to progress noise abatement recommendations with Chicago Department of Aviation (CDA) and Federal Aviation Administration (FAA) as needed. Assist Client in engagement with CDA and FAA as the CDA implements the recommendations from their Noise Recommendations Report from July 31, 2015.
2. Engage in regular verbal and written correspondence with client to consult on Initiatives.
3. Schedule meetings, briefings and associated activities with Members of Congress and/or the executive branch officials on behalf of the client as needed.
4. Forwarding documents of interest as requested.
5. Monitoring and analysis of all relevant Congressional authorization and investigative processes in support of the Initiatives.
6. Monitoring and analysis of all federal administrative agencies that could impact the Initiatives.
7. Participate in regular teleconference briefings and meetings with clients and client representatives.
8. Providing written updates, monthly status reports, briefings, written reports, newsletters and analysis for the clients as needed and/or directed.
9. Public Communications: prepare all public communications, letters, press releases official Congressional testimony, formal executive agency submissions, briefing books, issues analyses, background briefing, white-papers, memoranda, media materials
10. Policy Briefings: research, plan, arrange, and participate in formal policy briefings for Members of Congress and Federal Agency officials.
11. Federal Regulatory Process: research, prepare, and submit comments in regulatory areas of interest during public comment periods.
12. Provide additional support and tailored strategic planning as needed

