

RESOLUTION NO. 20 - R - 108

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR LOBBYING SERVICES BETWEEN
THE VILLAGE OF OSWEGO AND KASPER & NOTTAGE, P.C.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego an agreement substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 24th day of November 2020.

JAMES MARTER	<u>AYE</u>	LUIS PEREZ	<u>AYE</u>
TERRY OLSON	<u>AYE</u>	JUDY SOLLINGER	<u>AYE</u>
PAM PARR	<u>ABSENT</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 24th day of November 2020.



 TROY PARLIER, VILLAGE PRESIDENT


 Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR LOBBYING SERVICES BETWEEN
THE VILLAGE OF OSWEGO AND KASPER & NOTTAGE, P.C.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 24th day of November 2020, and thereafter approved by the Village President on the 24th day of November 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of November 2020.



Tina Touchette, Village Clerk
Village of Oswego



Kasper & Nottage, P.C.
Government and Public Affairs Consulting

Michael J. Kasper
Courtney C. Nottage
Attorneys/Consultants

David M. Dring
Government/Public Affairs Consultant

222 Merchandise Mart Plaza
Post Office Box 3590
Chicago, Illinois 60654-3590
312.704.3297

November 2, 2020

VIA EMAIL: ddisanto@oswegoil.org

Mr. Daniel Di Santo
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

Dear Mr. Di Santo:

I hereby propose this engagement letter and retainer agreement between Kasper & Nottage, P.C. ("KN") and Village of Oswego ("Village"). KN proposes and, upon the acceptance by the Village of this proposal, agrees to provide the Village, with lobbying services ("services") as described herein.

Term: This Agreement will commence on December 1, 2020 and continue until November 30, 2021.

Scope of Services: KN shall lobby, as defined in the Illinois Lobbyist Registration Act (25 ILCS 170/2(e)), legislative issues on behalf of the Village.

Compensation: For these services, the Village, shall pay KN a monthly retainer fee of \$7,000 per month. The first installment for December 2020 will be payable upon execution of the Agreement, followed by monthly installments beginning January 1, 2021. KN shall invoice the Village separately for each installment on the first day of each month.

KN shall not bill the Village for expenses incurred in the ordinary course of business, such as telephone, facsimile, overnight delivery or photocopying. KN shall not bill the Village for travel expenses incurred within the State of Illinois. However, the Village, will reimburse KN for reasonable out-of-state travel costs made at the Village's request.

Kasper & Nottage, P.C.

Mr. Daniel Di Santo
November 2, 2020
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Termination of Agreement: Either party may terminate this Agreement for any reason at any time upon one (1) day written notice. Upon termination, the Village shall pay a pro-rata share of any outstanding fees to KN as of the time of termination.

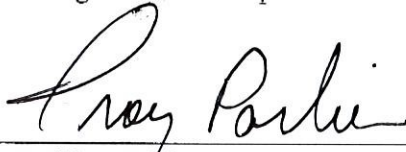
If this agreement is satisfactory, please sign, date and return an original to me. If you have any questions, please do not hesitate to call.

Sincerely,



Michael J. Kasper

Retainer Agreement Accepted:

By: 
Village of Oswego

Print Name: TROY PARLIER

Title: VILLAGE PRESIDENT

Date: 12/2/20