
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2020-R-13

**A RESOLUTION
AUTHORIZING AND APPROVING AN AGREEMENT BY
AND BETWEEN THE VILLAGE OF BLOOMINGDALE AND
MATTHEW O'SHEA CONSULTING, INC.**

Franco A. Coladipietro, Mayor
Jane E. Michelotti, Village Clerk

Vince Ackerman
William Belmonte
Bill Bolen
Frank Bucaro
Patrick Shannon
Judi Von Huben

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 22nd day of June, 2020

RESOLUTION NO. 2020-R-13

**A RESOLUTION
AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE & MATTHEW O'SHEA CONSULTING, INC.**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in order to provide a voice for the community at the State level the use of an Advocacy and Consulting firm is practical and beneficial to the Village of Bloomingdale; and

WHEREAS, the use of an Advocacy and Consulting firm will assist Village staff monitor and analyze state legislation, with a focus on local government. Develop and implement a legislative agenda for your short-term and long-term goals. Assist with drafting any necessary legislation, rules or amendments; and

WHEREAS, the Advocacy and Consulting firm will serve as a liaison with government officials and relevant state agencies such as IDOT, DCEO and IEPA and assist the Village in pursuing grant funding at the state and federal level for various projects as they may arise and any other work as mutually agreed upon by Contractor and Village including but not limited to economic development; and

WHEREAS, the Village Board of Trustees has determined that the political consulting firm of Matthew O'Shea Consulting, Inc. can provide the Village with legislative advocacy and strategic consulting services on a contractual basis, which is advantageous to the Village; and

WHEREAS, in their continuing role as stewards of public funds, the Village Board of Trustees has determined to retain Matthew O'Shea Consulting, Inc. to provide professional

consulting services pursuant to a services agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the Agreement substantially in the form attached hereto and made a part hereof as Exhibit A. The Corporate Authorities hereby approve the Agreement, with such revisions as the President or his designee deems necessary, authorize and direct the President to execute all necessary documents and perform all necessary acts to effectuate the intent of this Resolution.

Section Three - Authorization

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, and affix the Seal of the Village to all such documents as are deemed necessary to effectuate the intent of this Resolution, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement, whether or not such other documents are attached hereto.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five – Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution. To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight – Conflict Clause

All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Nine – Saving Clause

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, which are hereby declared to be separable.


Section Ten – Recording

This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

DECIDED pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT |
|------------------------------------|----------|----------|----------|---------|
| Vince Ackerman | X | | | |
| William Belmonte | X | | | |
| Bill Bolen | X | | | |
| Frank Bucaro | X | | | |
| Patrick Shannon | X | | | |
| Judi Von Huben | X | | | |
| Franco Coladipietro (if necessary) | | | | |
| TOTAL | 6 | 0 | 0 | |

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 22nd day of June, 2020.



Franco A. Coladipietro, Village President

ATTEST:



Jane E. Michelotti, Village Clerk

ADVOCACY AND CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2020, by and between Matthew O'Shea Consulting Inc., an Illinois Corporation (hereinafter referred to as "Contractor"), and the Village of Bloomingdale, County of DuPage, in the State of Illinois (hereinafter referred to as the "Village"). Contractor will represent the Village in connection with advocacy and consulting services in Illinois state government in accordance with the following terms and conditions:

SERVICES TO BE PERFORMED: Contractor will monitor and analyze state legislation, with a focus on local government. Develop and implement a legislative agenda for your short-term and long-term goals. Assist with drafting any necessary legislation, rules or amendments. Serve as a liaison with government officials and relevant state agencies such as IDOT, DCEO and IEPA. Assist the Village in pursuing grant funding at the state and federal level for various projects as they may arise and any other work as mutually agreed upon by Contractor and Village including but not limited to economic development.

VILLAGE REPRESENTATIVE/POINT OF CONTACT:

The Mayor or his designee shall be the point of contact between the Village and contractor.

REPORTS ON SERVICE: Contractor shall report to the Mayor and Council on a monthly basis or as needed.

TERMS OF PAYMENT: Contractor shall be paid \$2,700.00 per month payable on the first of each month. Travel expenses may be reimbursable if and only if prior approval was granted by the Mayor or designee.

TERMS OF AGREEMENT: Unless earlier terminated as provided herein, this Agreement shall remain in effect for a period of twelve (12) months (the "Advisory Period") effective July 1, 2020. This agreement shall be renewable at the end of the current term for a successive twelve (12 month) term unless either party gives written notice of its intention not to renew 90 days before expiration of the current term.

CONFIDENTIALITY: The Contractor shall treat information relating to the activities of the Village as private and confidential and shall not disclose such information to any other party unless asked to do so by the Village or otherwise available for disclosure by Illinois statute. This covenant shall survive the termination of this Agreement.

INDEPENDENT CONTRACTOR STATUS: In the performance of advisory services hereunder, Contractor shall be an independent contractor and not an employee of the Village, notwithstanding any title that may be assigned to Contractor. As such, Contractor will not be entitled to participate in any compensation or benefit plan of the Village.

COMPLIANCE WITH LAWS; ETHICS AND LOBBYISTS REGISTRATION; CONFLICTS:

- (a) Contractor will perform all activities under the highest ethical standards and in conformance with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State Officials and Employees Ethics Act, each as enacted under the State of Illinois.

This engagement is not contingent upon a specific outcome, including the passage or defeat of any legislation, or executive or administrative action.

- (b) Contractor and the Village will each comply with all relevant lobbyist registration and reporting requirements. If required by law, Contractor will register the Village as a client with the Illinois Secretary of State's office. As required by the Lobbyist Registration Act under the State of Illinois, Contractor will provide the Illinois Secretary of State's office with the nature of the Village's business and a brief description of the executive, legislative or administrative action in reference to which such lobbying services are being provided to the Village. If required by law, Contractor will also report expenditures attributable to lobbying state officials or employees on the Village's behalf to the Illinois Secretary of State.
- (c) Contractor may represent several clients on a variety of matters. Contractor will notify the Village of any conflict or potential conflicts that come to its attention and the Village will notify the Contractor of any conflict or potential conflicts that come to its attention. It is possible that during the time that we are representing you, some of our present or future clients will have disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse.
- (d) Contractor will perform all activities under the highest ethical standards and in conformance with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State Officials and Employees Ethics Act, each as enacted under the State of Illinois.

TERMINATION OF ADVISORY PERIOD: The Advisory Period may be terminated prior to the end of the initial Advisory Period upon thirty (30) days written notice by either Contractor or the Village. In such event, Consultant shall be paid for the period to and including the effective date of termination.


GENERAL: The provisions of this Agreement are severable and if any provision or portion thereof shall be found to be void or unenforceable, such findings shall not affect the validity of enforceability of any other provision or portion thereof. This Agreement shall in all respects be governed by, and constructed in accordance with, the laws of the State of Illinois. Any waiver of

any provision of this Agreement or any amendment to this Agreement must be made in writing and signed by the parties hereto. This Agreement constitutes the entire agreement between the Village and Contractor as to the subject matter addressed herein, and states fully all agreements, understandings, promises and commitments between the parties as to such subject matter. Contractor and the Village warrant that no promise or inducement has been offered or made except as herein set forth and that the consideration stated herein is the sole consideration of this Agreement.

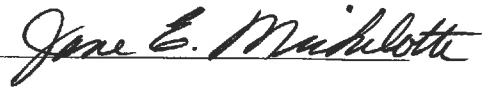
IN WITNESS WHEREOF, the parties have entered into this Agreement as evidenced by their signatures below.

VILLAGE OF BLOOMINGDALE
210 S. Bloomingdale
Bloomingdale, Illinois 60108

BY: _____



ATTEST: _____



(Seal)



MATTHEW O'SHEA CONSULTING, INC.

BY: _____

Matthew O'Shea, Its: _____

2052 Lundy Lane.

Lisle, Illinois 60532