

RESOLUTION NO. 13R-028

**RESOLUTION APPROVING CONSULTING SERVICES AGREEMENT
WITH GOVERNMENTAL CONSULTING SOLUTIONS (GCS)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees have determined that it is necessary and in the best interests of the residents of the Village to enter into a Consulting Services Agreement with Governmental Consulting Solutions, a copy of which is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: The Mayor and Board of Trustees of the Village of Bolingbrook hereby approve the Consulting Services Agreement attached hereto as Exhibit 1.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 16th day of April, 2013

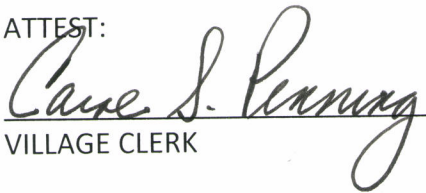
AYES: 6 – Brown, Lawler, Morales, Morelli, Schanks, Swinkunas

NAYS: None

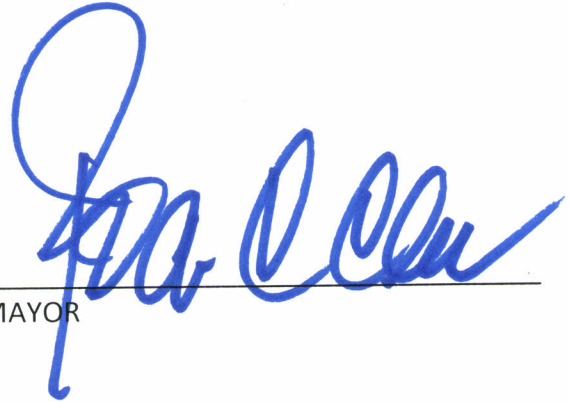
ABSENT: None

APPROVED THIS 16th day of April, 2013

ATTEST:


VILLAGE CLERK

MAYOR



JM\168062\4/10/13

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of May 1, 2013 by and between the Village of Bolingbrook (hereinafter called "Client") with its offices at 375 W. Briarcliff Rd., Bolingbrook, IL 60440, and Governmental Consulting Solutions (hereinafter called "GCS") with its offices located at 420 W. Capitol Avenue, Suite # 1 Springfield, Illinois 62704.

WITNESSETH:

WHEREAS, Client wishes to retain GCS to furnish certain consulting services (hereinafter more particularly described), which GCS is qualified to perform, on behalf of Client in the State of Illinois; and

WHEREAS, GCS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Terms

- (a) This agreement shall be effective as of May 1, 2013, and continue in full force until cancelled by either party. Subject to (30) days written notice, agreement may be terminated for any reason by either party.
- (b) Termination shall not terminate any consulting service obligations of GCS, including, but not limited to, those set forth in Sections 6, 7 and 8 and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.

2. Consulting Services

- (a) Client hereby retains GCS and GCS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:

- (i) Keeping Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois State Legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of Client or its subsidiaries
 - (ii) Providing Client with information and guidance as to the matters described in subsection 2 (a) (i) and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iii) Public affairs consulting efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Client; and
 - (iv) On instructions from an authorized representative designated under section 5, undertaking such actions as Client may deem appropriate and consistent with the objectives of this Agreement, these actions may include, appearing and/or testifying at hearings and promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- b) GCS shall maintain close liaison and frequent communication with the authorized representatives designated under Section 5.

3. Compensation

- (a) In consideration of GCS's rendering of Services, Client shall pay GCS an annual retainer of \$42,000.00; monthly payments of \$3500.00 a month to be begin within 30 days from the acceptance date by both the Client and GCS of this agreement.
- (b) It is understood and agreed that the compensation recited in subsection (a) includes usual and ordinary costs and expenses. If GCS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, Client shall reimburse GCS, provided the nature, amount and circumstances thereof are fully disclosed to and prior written approval obtained from an authorized representative designated under Section 5, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of GCS, GCS agrees promptly and shall, if so directed by Client, refrain from performing Services with respect to such area of conflicting interest. GCS agrees that Client shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to GCS if, in Client's sole judgement, upon reasonable basis, GCS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representatives

For the purpose of this agreement, Client's authorized representative shall be Mayor Roger Claar. Client may designate, from time to time, additional or substitute authorized representatives by written notice to GCS. GCS's primary contact will be Jim Riemer Jr. GCS may designate such other additional or substitute authorized representatives who are acceptable to Client, such acceptance shall not be unreasonably withheld.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a long-standing policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) GCS will assume full responsibility for and shall indemnify and hold harmless Client and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of GCS or any breach by GCS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless GCS and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

GCS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client, any confidential information obtained concerning the business and operations of the Client, as well as, confidential information developed by GCS in rendering services. Should any of this information be made available to the public domain by Client, or by third parties without breach of this agreement, GCS shall be free to use such publicly available information.

9. Independent Contractor

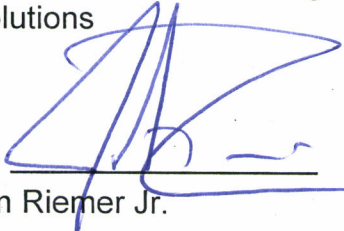
GCS is and shall act as an independent contractor rendering Services hereunder.

10. Miscellaneous

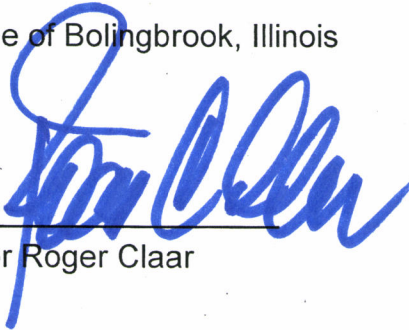
- (a) This agreement constitutes the full understanding of the parties and a complete understanding of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral between the parties. A waiver by either party with respect to any breach or default or of any right or remedy, not shall be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision, which may be prohibited by law, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
- (c) GCS can not and will not represent client at the Capital Development Board as long as Jim Riemer Sr. is an employee of that entity.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Governmental Consulting
Solutions

By 
Jim Rierner Jr.

Village of Bolingbrook, Illinois

By 
Mayor Roger Claar