

RESOLUTION 13-57

Passed: June 24, 2013

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO EXECUTE AN OPTION TO EXTEND AN AGREEMENT WITH MCAPILOT MANAGEMENT.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

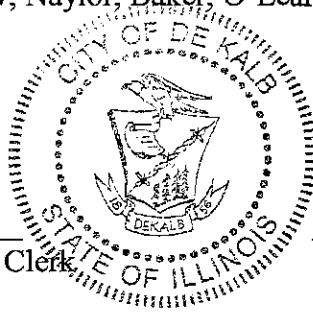
**Section 1.** That the City hereby approves of the exercise of an option to extend an existing agreement with mCapitol Management, to extend said agreement by one year, in the form attached hereto as Exhibit A, subject to such revisions as shall be acceptable to the Mayor with the advice and recommendation of the City Manager. City Staff is authorized and directed to take all actions necessary to effectuate this Resolution and to the Mayor is authorized and directed to hereafter execute and comply with the terms of such agreement.

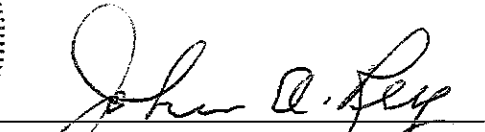
**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting thereof held on the 24<sup>th</sup> day of June, 2013 and approved by me as Mayor on the same day. Passed on a roll call vote 6-2. Aye: Finucane, Snow, Naylor, Baker, O'Leary, Rey. Nay: Jacobson, Lash.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk



  
JOHN A. REY, Mayor



*Clerk*

CITY CLERK FILES:  
Number: Res 12-19  
Date: 2-27-12

**mCAPITOL MANAGEMENT, INC.**  
**CONSULTING SERVICES AGREEMENT**  
**WITH**  
**CITY OF DEKALB**

This Agreement by and between mCapitol Management, Inc., an Illinois corporation, whose mailing address is 175 West Jackson Boulevard., Suite 1900, Chicago, Illinois 60604-2814, hereinafter referred to as "mCM" and the City of DeKalb, whose mailing address is 200 South Fourth Street, DeKalb, Illinois 60115, hereinafter referred to as "City of DeKalb."

Given that City of DeKalb desires to retain mCM to provide services as an independent consultant, and mCM agrees to provide such services, the parties agree, in accordance with the following terms and conditions:

**1. SERVICES**

At times mutually agreeable to mCM and City of DeKalb, mCM will make available its services commencing on March 1, 2012 and concluding on June 30, 2013, subject to Section 4 and 7, below. mCM services will include federal representation before Congress, The Administration and federal departments. Those services shall include the items contemplated in the mCM proposal dated 9/24/11 and attached hereto as Exhibit A, including but not limited to the provision of lobbying assistance, consultation with the identification of potential federal grant or appropriation funding for City projects, assistance with communicating City preferences with regard to federal legislation or regulations, and related consultation.

**2. COMPENSATION**

As compensation for mCM's services, City of DeKalb shall pay twelve monthly payments of \$5,500.00 per month (i.e. \$66,000.00 per year). This agreement becomes effective on March 1, 2012, the entire twelve (12) monthly payments hereinafter to be referred to as the "Fee." The parties acknowledge that the first term of this agreement shall be for sixteen months, as outlined above, with the monthly retainer of \$5,500.00 per month being due for each month. Successive terms, if any, shall be for equal, twelve month periods.

mCM will not charge the City of DeKalb for any travel, copying, telephone, mail, facsimile, courier and delivery service, lodging, food, or other expenses that mCM incurs in connection with the services except if specifically approved by City of DeKalb, in writing, prior to the time that mCM incurs the expense. Receipts for such pre-approved expenses shall be included in the each month's invoice, which will also indicate the monthly charge and describe the services performed with specificity acceptable to the City and mCM. The City of DeKalb shall pay all such invoices within thirty days of their receipt.

If any payment is more than ten (10) days late, mCM shall (i) provide notice of late payment to City of DeKalb, and (ii) if the relevant payment is not made within thirty (30) days of receipt of such late notice, mCM shall have the option to charge a late fee of not more than 1.5% per month (18% per annum) of the monthly retainer, not to exceed the maximum rate allowed by law and suspend the provision of services until mCM receives payment. If any payment is more than sixty (60) days late, mCM shall have the option to (i) escalate payment of any unpaid portion of the Fee and require full payment of the entire unpaid portion of the Fee plus interest before recommencing services or (ii) terminate this Agreement for cause without further notice and without liability to mCM.

1341 G Street, N.W.  
Suite 700  
Washington, DC  
20005-3131

Tel: 202 296 5354  
Fax: 202 296 7248

175 W. Jackson Boulevard  
Suite 1900  
Chicago, Illinois  
60604-2814

Tel: 312 331 3500  
Fax: 312 331 3500

**3. INDEPENDENT CONTRACTOR**

It is agreed mCM is to have complete freedom of action as to the lawful details, methods, and means of performing these services. It is further understood that mCM is retained by and has contracted with City of DeKalb only for the purpose and to the extent set forth in this Agreement, and mCM is an independent contractor, and shall be free to deal with such persons, firms, or corporations as mCM deems advisable so long as same does not create a conflict of interest between City of DeKalb and such other persons, firms or corporations. mCM acknowledges that it shall have no authority to bind the City or to incur any obligation on behalf of the City, without the City's express, written, prior consent.

**4. CONTRACT PERIOD**

This Agreement becomes effective on March 1, 2012 and will continue in effect until June 30, 2013. The City shall have two options to renew and extend this contract for one year periods (July 1, 2013-June 30, 2014 and July 1, 2014-June 30, 2015), on the same terms and conditions, and at the same monthly retainer price, as contemplated herein. The City shall exercise this option by providing written notice to mCM within sixty (60) days of the end of the then-current term of this Agreement.

**5. CONFIDENTIALITY**

mCM shall, both during and subsequent to its services hereunder, keep confidential any technical or other information of a confidential nature, including knowledge of City of DeKalb projects and general activities. mCM will not disclose such information without City of DeKalb's express written permission. Title to all data and property involved shall remain exclusively in City of DeKalb and upon termination of services hereunder or upon request at any time, mCM shall account for and return to City of DeKalb all papers containing any such confidential information.

If disclosure of confidential information is required by judicial or other governmental action, mCM will: (i) immediately notify City of DeKalb; (ii) not make the disclosure without first allowing City of DeKalb the opportunity to oppose the action; (iii) continue to protect confidential information not otherwise made public by the court or governmental body; and (v) be released from its obligations under this Agreement to the extent of the compelled disclosure.

**6. COMPLIANCE**

mCM will comply with all applicable laws, regulations and official interpretations in connection with its services hereunder. In addition, mCM will obtain all permits, licenses, and registrations, and will file all reports that may be required of it by law as a result of its services hereunder. mCM shall indemnify and hold harmless the City from any liabilities to the extent caused by mCM's negligent actions and undertakings.

**7. TERMINATION**

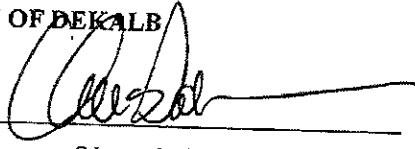
Either mCM or City of DeKalb may terminate this Agreement for convenience upon giving written notice to the other at least thirty (30) days prior to such termination being effective. In the event that this Agreement is terminated, mCM shall, within thirty days, issue the City a refund of the payment for the then-current year, pro-rated to the nearest month.

**8. GOVERNING LAW**

This Agreement is to be governed by and interpreted in accordance with the law of the State of Illinois.

CITY OF DEKALB

By:



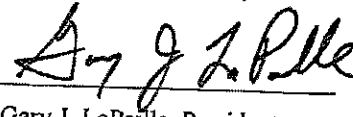
(Name & title)

Date:

2-28-12

mCAPITOL MANAGEMENT, INC.

By:



Gary J. LaPaille, President

Date:

2/22/12



Res 13-57

200 South Fourth Street  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

July 11, 2013

Mr. Lee Janger  
mCapitol  
1341 G Street, Suite 700  
Washington, DC 20005

Re: mCapitol Contract Renewal

Dear Mr. Janger:

Please be advised that at its June 24, 2013 Council meeting, the City of DeKalb has exercised its decision to renew the agreement between mCapitol and the City of DeKalb for the FY 13-14 fiscal year.

Sincerely,

A handwritten signature in black ink, appearing to read "Rudy Espiritu", written in a cursive style.

Rudy Espiritu  
Interim City Manager