

**LOBBYING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Alfred G. Ronan, Ltd., a governmental consulting firm with offices at 230-W. ~~Monroe, Suite 2250, Chicago, IL 60606~~ (hereinafter called "Ronan."), and Village of Hoffman Estates, Illinois, with its principal offices at 1900 Hassell Road, Hoffman Estates, IL 60169 (hereinafter called "the Municipality").

385 Oak Park Ave, 1  
Oak Park IL 60302

**WITNESSETH:**

WHEREAS, the Village of Hoffman Estates wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Municipality and its subsidiaries in the State of Illinois; and

WHEREAS, ALFRED G. RONAN, LTD. has represented to the Municipality that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Alfred G. Ronan, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

(a) This agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through December 31, 2010. This Agreement will continue on a month to month basis after this date unless either party receives thirty (30) days notice; provided, however, that should Alfred G. Ronan, Ltd.'s performance of the lobbying services prove unsatisfactory to the Municipality, the Municipality may terminate this Agreement at any time without liability upon thirty (30) days' written notice to Alfred G. Ronan, Ltd. and provided further, however, that the Municipality may terminate this Agreement pursuant to Section 4. From and after any notice of termination given under this Agreement, Alfred G. Ronan, Ltd. shall only perform such services as are reasonably necessary and indispensable to the winding up of the Agreement and the services performed hereunder.

(b) Termination shall not terminate any continuing obligations of Alfred G. Ronan, Ltd. 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. Lobbying Services.

(a) The Village of Hoffman Estates hereby retains Alfred G. Ronan, Ltd. and Alfred G. Ronan, Ltd. hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Municipality and its subsidiaries in the State of Illinois by performing lobbying services (hereby called "Services"). Such Services shall specifically include the following:

(b) Monitoring and keeping the Municipality apprised on a regular basis of all legislation, bills, amendments, and regulatory activity 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 the Municipality or its subsidiaries; and

- (c) Providing the Municipality 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
- (d) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Municipality or its subsidiaries; and
- (e) On instructions from an authorized representative designated under Section 5, undertaking such actions as the Municipality may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the Municipality and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

Alfred G. Ronan, Ltd. shall maintain close liaison and frequent communication with the authorized representatives designated under Section 5, particularly during critical periods or on priority items.

### 3. Compensation.

- (a) For and in consideration of Alfred G. Ronan, Ltd.'s performance of Services in accordance with the terms and conditions of this Agreement, the Municipality shall pay Alfred G. Ronan, Ltd. a monthly fee of \$5,000.00 (Five Thousand Dollars), payable upon invoice.
- (b) It is understood and agreed that the compensation recited in subsection (a) includes usual and ordinary costs and expenses, including but not limited to travel and per diem expenses arising in the performance of the Services outside of the greater Chicagoland area. If there is a need to incur extraordinary costs and expenses in the performances of Services hereunder, the Municipality shall reimburse Alfred G. Ronan, Ltd. for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by the Village Manager prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.
- (c) No part of the compensation paid to Alfred G. Ronan, Ltd. under either subsection (a) or subsection (b) shall be used for contributions to support or oppose the nomination or election of any candidate for federal, state or local office, or for contributions to any political party, political committee, or ballot issue.

### 4. Relationship with Other Clients.

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Municipality or its subsidiaries and those of Alfred G. Ronan, Ltd.'s other clients, Alfred G. Ronan, Ltd. agrees to notify the Municipality thereof promptly and shall, if so directed by the Municipality, refrain from performing Services with respect to such area of conflicting interest. Alfred G. Ronan, Ltd. agrees that the Municipality shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Alfred G. Ronan, Ltd., in the Municipality's sole judgment, upon reasonable basis, Alfred G. Ronan, Ltd.'s representation of its other clients conflicts with the best interests of the Municipality or its subsidiaries.

5. Authorized Representatives.

For the purposes of this agreement, Village of Hoffman Estate's authorized representatives shall be as follows: Village President, Village Manager and Village Board General Administration and Personnel Committee. The Municipality may designate, from time to time, additional or substitute authorized representatives by written notice to Alfred G. Ronan, Ltd. Alfred G. Ronan, Ltd.'s primary contact will be Al Ronan. Alfred G. Ronan, Ltd. may designate such other additional or substitute authorized representatives who are acceptable to the Municipality, such acceptance not to be unreasonably withheld.

6. Compliance with State and Federal Laws.

We both recognize and agree that it has been the other's long-standing policy to comply fully with all applicable federal, state and local laws regulating corporate political and lobbying activities, and each of us agrees that we will 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 pertaining to its performing Services.

7. Indemnification.

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

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

8. Confidentiality.

Inasmuch as in the rendering of Services hereunder, Alfred G. Ronan, Ltd., its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to, the Municipality, and additional information and data will be made available to or developed by Al Ronan, and Alfred G. Ronan, Ltd. agrees to treat and maintain all such information and data as the Municipality's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Municipality, unless and until such information becomes a part of the public domain or Alfred G. Ronan, Ltd. legally acquires such information without restriction on disclosure from sources other than the Municipality or other companies with whom the Municipality has a business relationship.

9. Independent Contractor.

Alfred G. Ronan, Ltd. is and shall act as an independent contractor, and not an employee of the municipality, in performing Services hereunder. Compensation paid pursuant to this Agreement shall not be subject to withholding of income taxes and other employment taxes. Lobbyist shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Lobbyist with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, or other benefits provided to employees.

10. Non-Assignment.

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect. In the event the ownership or controlling interest of Alfred G. Ronan, Ltd. shall be transferred, sold or assigned to a third party the Municipality may exercise the right of termination described in Section 4.

11. Miscellaneous.

(a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Alfred G. Ronan, Ltd.'s performing Services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver 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.

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

Alfred G. Ronan, Ltd.

X By: Alfred G. Ronan  
Alfred G. Ronan

X Title: President

Village of Hoffman Estates

By: William D. Mc Fel

Title: Village President