

RESOLUTION NO. 08R-043

RESOLUTION APPROVING AGREEMENT WITH ILLINOIS STRATEGIES, INC.

WHEREAS, the Mayor and Board of Trustees of the Village of Bolingbrook find and hereby declare that it is in the best interests of the Village and its residents to approve the agreement with Illinois Strategies, Inc. 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, AS FOLLOWS:

SECTION ONE: That the agreement with Illinois Strategies, Inc., which is attached hereto as Exhibit 1, shall be and is hereby approved at a cost not to exceed \$3,000 per month, and the Mayor and Village Clerk are hereby authorized and directed to execute the agreement in substantially the form attached hereto.

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

PASSED THIS 13th day of May, 2008.

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

NAYS: None

ABSENT: None

APPROVED THIS 13th day of May, 2008.

ATTEST:


VILLAGE CLERK


MAYOR

ADA\131129\5/5/08

Resolution No. 08R-043

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of May, 2008, between the Illinois Strategies, Inc., a consulting firm with office at 400 North Michigan Avenue, Suite 1606, Chicago, Illinois 60611 (hereinafter referred to as "Illinois Strategies"), and the Village of Bolingbrook, with its principal office at 375 W. Briarcliff Road, Bolingbrook, Illinois, 60440 (hereinafter called "Village of Bolingbrook"),

WITNESSETH:

WHEREAS, Village of Bolingbrook wishes to retain Illinois Strategies to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village of Bolingbrook and its subsidiaries in the State of Illinois; and

WHEREAS, Illinois Strategies has represented to the Village of Bolingbrook 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 Illinois Strategies, and 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 May 1, 2008 and shall continue in full force and effect through April 30, 2009; provided, however, that should Illinois Strategies' performance of the lobbying services prove unsatisfactory to the Village of Bolingbrook, the Village of Bolingbrook may terminate this Agreement at any time without liability upon thirty (30) days' written notice to Illinois Strategies and provided further, however, that the Village of Bolingbrook may terminate this Agreement with respect to itself pursuant to Section 4. This agreement shall be automatically renewed for successive one-year periods upon each anniversary date hereof unless either party shall provide written notice of its intent to terminate within thirty (30) days prior to the next succeeding anniversary date.
- (b) Termination shall not terminate any continuing obligations of Illinois Strategies, 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 Bolingbrook hereby retains Illinois Strategies and Illinois Strategies hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village of Bolingbrook and its subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following;

- (i.) Monitoring and keeping the Village of Bolingbrook 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 Village of Bolingbrook or its subsidiaries; and
 - (ii.) Providing the Village of Bolingbrook 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.) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village of Bolingbrook or its subsidiaries; and
 - (iv.) On instruction from an authorized representative designated under Section 5, undertaking such actions as the Village of Bolingbrook may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not limited to, appearing and/or testifying at hearings and promote the interest of the Village of Bolingbrook and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) Illinois Strategies shall provide the Village of Bolingbrook, upon request, with written reports on its activities under this Agreement on a monthly basis.
- (c) Illinois Strategies shall maintain close liaison and frequent communication with the authorized representatives designated under Section 5, particularly during critical period or on priority items.

3. Compensation.

- (a) For and in consideration of Illinois Strategies' performance of Services in accordance with the terms and conditions of this Agreement, the Village of Bolingbrook shall pay Illinois Strategies a monthly retainer of \$3,000.00 per month.
- (b) It is understood and agreed that the compensation recited in subsection (a) includes usual and ordinary costs and expenses. If Illinois Strategies determines that there is a need to incur extraordinary costs and expenses in the performances of Services hereunder, there in that event, the Village of Bolingbrook shall reimburse Illinois Strategies for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated under Section 5, 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 Illinois Strategies under either subsection (a) or subsection (b) shall be used for contributions to support or oppose the nomination or election or 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 Village of Bolingbrook or its subsidiaries and those of Illinois Strategies' other clients, Illinois Strategies agrees to notify the Village of Bolingbrook thereof promptly refrain from performing Services with respect to such area of conflicting interest. Illinois Strategies agrees that the Village of Bolingbrook shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Illinois Strategies if, in the Village of Bolingbrook's sole judgment, upon reasonable basis, Illinois Strategies' representation of its other clients conflicts with the best interests of the Village of Bolingbrook or its subsidiaries.

5. **Authorized Representatives.**

For the purposes of this agreement, the Village of Bolingbrook's authorized representatives shall be as follows: Mayor Roger Claar. The Village of Bolingbrook may designate, from time to time, additional or substitute authorized representative by written notice to Illinois Strategies. Illinois Strategies' primary contract will be _____.
Illinois Strategies' authorized representatives shall be: _____.

Illinois Strategies may designate such other additional or substitute authorized representatives who are acceptable to the Village of Bolingbrook, such acceptance not to be unreasonable withheld.

6. **Compliance with State and Federal Laws.**

Both parties 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 the performing of its Services.

7. **Indemnification.**

(a) Illinois Strategies will assume full responsibility for and shall indemnify and hold harmless the Village of Bolingbrook 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 Illinois Strategies or any breach by Illinois Strategies of any of the terms and provisions of this Agreement.

- (b) The Village of Bolingbrook will assume full responsibility for and shall indemnify and hold harmless Illinois Strategies 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 Village of Bolingbrook or any breach by the Village of Bolingbrook of any of the terms and provisions of this Agreement.

8. Confidentiality.

Inasmuch as in rendering of Services hereunder, Illinois Strategies, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to, the Village of Bolingbrook, and additional information and data will be made available to or developed by Illinois Strategies, Illinois Strategies agrees to treat and maintain all such information and data as the Village of Bolingbrook'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 Village of Bolingbrook, unless and until such information becomes a part of the public domain or Illinois Strategies legally acquires such information without restriction on disclosure from sources other than the Village of Bolingbrook or other companies with whom the Village of Bolingbrook has a business relationship.

9. Independent Contractor.

Illinois Strategies is and shall act as an independent contractor in performing Services hereunder.

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.

11. Miscellaneous.

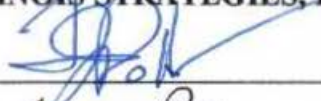
- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Illinois Strategies' performing services 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 invalidation the remaining provisions.

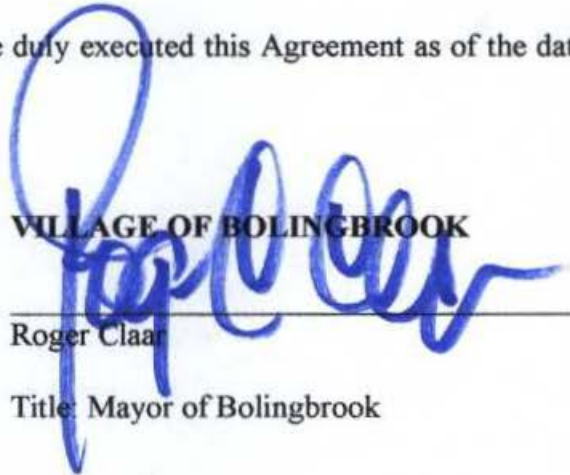
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ILLINOIS STRATEGIES, INC.



F. John Potts
Title: President, C.O.O.

VILLAGE OF BOLINGBROOK



Roger Claar
Title: Mayor of Bolingbrook