

LOBBYING SERVICES AGREEMENT

This AGREEMENT, made and entered into as of this July 1, 2023 by and between Maren Ronan Ltd., a consulting firm with offices at 319 Rugeley Road, Western Springs, IL 60558 (hereinafter called "MR Ltd.") and the Village of Homewood, with its principal offices at 2020 Chestnut Road, Homewood, Illinois 60430 (hereinafter "Village")

WITNESSETH:

WEREAS, THE VILLAGE OF HOMEWOOD wishes to retain Maren Ronan Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WEREAS, MAREN RONAN LTD. has represented to the Village 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 Maren 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 July 1, 2023, and shall continue in full force and effect through June 30, 2025 a period of two years; However, either party may terminate this agreement at any time without liability, upon thirty days (30) written notice. In the event of termination, any monthly invoices already billed and owing shall be paid, and the final thirty (30) day period shall be prorated accordingly.
- b) For and in consideration of MR Ltd.'s performance of services in accordance with the terms and conditions of this agreement, the Village shall pay MR Ltd., a fee of \$3,000 per month, payable upon monthly invoice.
- c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If MR Ltd. determines that there is a need to incur extraordinary costs and expenses in the performance of services hereunder, then in that event, the Village shall reimburse MR Ltd. for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village under Section 5, herein, prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. Governmental Relations/Lobbying Services

The Village hereby retains MR Ltd., and MR Ltd., hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village 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:

- a) Monitoring and keeping the Village apprised on a regular basis of all bills and amendments 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, projects, reputation or interests of the Village.

- b) Providing the Village with information and guidance as to the matters described herein and making recommendations as to the appropriate actions which should be taken consistent with the objectives of this Agreement;
- c) Lobbying efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries, and
- d) On instructions from an authorized representative, undertaking such actions as to the Village 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 interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- e) MR Ltd. shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. 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 or its subsidiaries and those of MR Ltd.'s other clients, MR Ltd. agrees to promptly notify the Village thereof and shall, if so directed by the Village, refrain from performing services with respect to such area of competing interest. MR Ltd. agrees that the Village shall have the right to terminate this agreement without liability upon written notice to MR Ltd., if, in the Village's sole judgment, upon reasonable basis, MR Ltd's representation of its other clients conflicts with the best interests of the Village or its subsidiaries

4. Compliance with State and Federal Laws

The 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 regulative corporate political and governmental relationships/lobbying activities, and each of the parties agrees that he/she/it will fully comply with all federal, state or local governmental or judicial body, agency or official pertaining to its performing

5. Confidentiality

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

6. Independent Contractor

Maren Ronan. Ltd is and shall act as an independent contractor in performing any services hereunder.

7. 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.

8. 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 MR 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.

Maren Ronan Ltd.

By 

Maren Ronan
Title: President

Village of Homewood

By _____
Honorable Richard Hofeld
Title: Village President