

November 17, 2011

Dear Mayor Sabonjian:

Thank you for allowing McGuireWoods Consulting LLC (MWC) to respond to your request for state lobbying services. The following letter sets forth our understanding as to the services you want MWC to provide, and, with your approval, constitutes our agreement.

We will provide representation and assistance to you in this matter at \$8,000 per month for work performed between December 1, 2011 and November 30, 2012. In addition to this fee, you will be charged for any direct costs associated with the services rendered by MWC. These costs will include, but are not limited to, travel expenses, long distance telephone calls, express mail and other deliver services, telex and facsimile costs, and document reproduction, but will not include secretarial and other administrative overtime. Any direct costs related to specific events or initiatives will also be charged to you in addition to our specific fee arrangement. Payment shall be as follows: Monthly fee payments and incurred expenses will be due and payable on the first day of the month.

At present, we anticipate involving Darren Collier and Michael Cassidy in order to accomplish your goals, however, additional staff at MWC may become involved as needed. It is understood that MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives. All services will be provided within the context of the fee arrangement outlined above. Any questions about the terms of this agreement or the status of our work on your behalf should be directed to my attention.

All discussions between representatives of your organization and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality shall survive the termination or expiration of this agreement.

For this fee MWC will:

November 17, 2011

Page 2

- Assist in formulating a legislative agenda and strategy specific to Illinois;
- Work with legislators, the Governor's Office, state agencies, and key interest groups to promote the City of Waukegan's preferred legislation;
- Represent the City of Waukegan at legislative hearings and events relating to the City of Waukegan's proposed legislation, including providing testimony when necessary; and
- Any other projects or duties which are mutually agreed to by the City of Waukegan and MWC.

In the event that the amount of time spent by MWC staff to perform these services exceeds the amount that would have been charged if the services were delivered under an hourly rate agreement because of unforeseen complications in rendering these services, then we would notify you, and, with your approval, bill you for such excess work on an hourly basis.

We will provide a summary bill for the fee. For any bill not paid within sixty (60) days after it is rendered, McGuireWoods Consulting LLC reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in a summary form showing in general terms the services rendered.

We wish to reiterate that MWC is a wholly owned subsidiary of the McGuireWoods LLP law firm, and that it is not necessary for the City of Waukegan to engage the McGuireWoods law firm in order to use MWC, or vice versa. From time to time various attorneys at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this agreement encompass the rendering of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship or privilege. Should you require legal services from McGuireWoods during the course of this work or otherwise, a separate engagement with the law firm will be necessary for that purpose.

MWC's maximum liability relating to services rendered under this agreement (whether in tort, contract, strict liability, or otherwise) shall be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event shall MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision shall survive the completion of this engagement.

I look forward to working with you on this important endeavor.

Very truly yours,

McGuireWoods Consulting LLC

By: 
Darren Collier

APPROVED BY:

City of Waukegan

By: 
Mayor Robert Sabonjian

Date: 12-1-2011