

**AGREEMENT
FOR
GOVERNMENT AFFAIRS SERVICES**

Whereas the Waukegan City Council voted unanimously on October 19, 2009, to approve a contract between The Ferguson Group, LLC and the City of Waukegan (original proposal attached as Exhibit A):

Pursuant to this Agreement, The City of Waukegan, Illinois, (hereinafter referred to as "the City") and The Ferguson Group, LLC (hereinafter referred to as "the Washington Representative"), agree to assume the following obligations:

1. OBLIGATIONS OF THE FERGUSON GROUP:

- A. The Ferguson Group will act as a Washington Representative to the City in Washington, D.C., in accordance with the scope of services outlined in Exhibit A.
- B. The Washington Representative will confer with the Director of Government Services and such other City personnel as the Director of Government Services may designate at the times and places mutually agreed to by the Director of Government Services and the Washington Representative on all organizational planning and program activity that has bearing on the ability of the City to make the best use of federal aid programs.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the City of those items that may have a bearing on City policy or programs.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest.
- E. The Washington Representative will review and comment on proposals of the City prepared for submission to federal agencies when requested to do so by the City.
- F. The Washington Representative will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's staff might render assistance.
- G. The Washington Representative will counsel with the City regarding appearance by City personnel before Congressional committees and administrative agencies and will arrange for appointments and accommodations for City personnel as necessary.
- H. The Washington Representative will contact federal agencies on the City's behalf when City applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such applications.

- I. In fulfilling responsibilities under this Agreement, the Washington Representative will act in the name of the City of Waukegan, and with the title Washington Representative.

2. OBLIGATIONS OF THE CITY:

- A. The City will contract with the Washington Representative for a period of 14 months beginning November 1, 2009.
- B. The contract cost breakdown will be as follows: For the period November 1, 2009, to December 31, 2009, the cost will be \$12,500, payable to the Washington Representative in advance in equal monthly installments of six thousand two hundred and fifty dollars (\$6,250). For the period January 1, 2010, to December 31, 2010, the cost will be \$99,600, payable to the Washington Representative in advance in equal monthly installments of eight thousand three hundred dollars (\$8,300).
- C. The City will advise the Washington Representative of the name or names of persons other than the members of the City Council/Mayor and Director of Government Services authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
- D. The City will supply the Washington Representative with a summary of all federal programs in which the City is participating and advise the Washington Representative of any new application filed, together with the pertinent details as to the substance of such applications.
- E. The City will supply the Washington Representative with copies of budgets, planning documents, and regular reports of the Director of Government Services and departments, Council agenda and proceedings, newspapers and other materials which will assist the Washington Representative in keeping current on City policies and programs.
- F. The City will reimburse the Washington Representative for: (1) all travel expenses incurred by the Washington Representative outside of Washington, D.C. at the request of/approval by the City; and (2) all incidental Washington, D.C. expenses incurred in the course of conducting City business.
- G. All long distance telephone expenses will be borne by the City.
- H. The City will reimburse the Washington Representative for the costs of document production required by the City.
- I. The obligation of the City under paragraph 2, subparagraph F, G and H is not to exceed \$4,000.

3. THE CITY OF WAUKEGAN, ILLINOIS, AND THE FERGUSON GROUP CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT:

The Washington Representative assigned to the City:

- A. will not represent the interest of local constituents of the City in pursuit of federal business;
 - B. will not represent the City before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; and
 - C. will not perform any legal, engineering, accounting or other similar professional services.
4. Either party may terminate this agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination.

This Agreement shall take effect the 1st day of November 2009 and terminate the 31st day of December 2010.

THE FERGUSON GROUP, L.L.C.

THE CITY OF WAUKEGAN



William Ferguson, Jr.
Chief Executive Officer



Name: Robert Sabohjian
Title: mayor
City of Waukegan