Illinois Policy FOIA 9.22.2016

Research Policy < research@illinoispolicy.org>

16-9-22

Thu 9/22/2016 4:16 PM

To:FOIA Sauk Village <FOIA@saukvillage.org>; Sherry Jasinski <sjasinski@saukvillage.org>;

To whom it may concern,

This is a request for information under the Illinois Freedom of Information Act (5 ILCS 140).

I am seeking any and all active or expired contracts between Sauk Village and Alfred G. Ronan, Ltd. from 2005 to 2016.

The purpose of this request is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public and, because it is on behalf of a not-for-profit organization, is not for the principal purpose of personal or commercial benefit. Therefore, I ask that you furnish any responsive documents without charge.

I will expect to receive your response within five business days, as required by the statute (5 ILCS 140/3(d)). However, please let us know if you would like an extension of time.

Please confirm receipt.

Thank you very much for your assistance.

SEP 28 AM 9:43

Brendan Bakala

Illinois Policy Institute 190 S. LaSalle St. Suite 1500 Chicago, IL 60603

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of 1st day of October, 2013, by and between Alfred G. Ronan, Ltd., a consulting firm with offices at 328 S. Oak Park Ave., Suite 1, Oak Park, IL 60302 (hereinafter called "Ronan"), and the Village of Sauk Village with offices at 21801 Torrence Ave., Sauk Village, IL 60411 (which may hereinafter called "Village").

WITNESSETH:

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

WHEREAS, RONAN 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 Ronan, 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 October 1, 2013 and shall continue in full force and effect through December 31, 2014, which is the end of the current legislative session; provided, however, that should either party determine that the relationship is unfeasible, then this Agreement may be terminated at any time upon thirty (30) days' written notice, without liability, other than invoices already billed and due, and final invoice prorated for a remaining thirty day period.

For and in consideration of Ronan's performance of services in accordance with the terms and conditions of this agreement, the Village shall pay Ronan:

A fee of \$3,000 per month, payable upon monthly invoice;

(b) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If the Village determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, the Village shall reimburse Ronan for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. Lobbying Services.

The Village hereby retains Ronan, and Ronan, 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:

- (i) Directly working with members of the Illinois General Assembly, Governor's Office, State Agencies, and any other legitimate sources to advance the interests of the Village, or its subsidiaries; and
- (ii) Providing the Village with information and guidance as to the matters described in the aforementioned subsections and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
- (b) Ronan shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. Confidentiality.

Inasmuch as in the rendering of Services hereunder, Ronan, 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 Ronan; Ronan 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 Ronan 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.

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 or its subsidiaries and those of Ronan's other clients, Ronan agrees to notify the thereof promptly the Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. Ronan agrees that the Village shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Ronan, if, in the Village's reasonable judgment, upon reasonable basis, Ronan's representation of its other clients conflicts with the best interests of the Village's or its subsidiaries. In said circumstance, the Village will be liable for all invoices billed and those not yet billed for a 30 day period.

5. Independent Contractor.

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

6. 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.

7. Miscellaneous.

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 Ronan'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.

(a) 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.

Village of Sauk Village

Alfred G. Ronan

Title: President

David Hank

Title: Mayor