CONTRACTUAL AGREEMENT

This Agreement is made on the 19th day of May 2012, between ROGER C. MARQUARDT & CO., INC. ("RCM & CO") having its principal place of business, at 600 So. Second Street, Suite 400, Springfield, Illinois 62704 and the Village of Hanover Park, having it's principal place of business at 2121 W. Lake Street, Hanover Park, Illinois 60103.

IN CONSIDERATION of the Village of Hanover Park, retaining RCM & CO, it is agreed as follows:

I. COMPENSATION AND TERMS

Village of Hanover Park retains RCM & CO and RCM & CO hereby agrees to represent Village of Hanover Park in the capacity of "lobbyist/consultant", before the Illinois General Assembly and the executive levels of state government.

Without limiting the foregoing, it is understood that such services shall include:

Working with members of the Illinois General Assembly, Governor's Office, State Agencies, and any other legitimate sources to obtain grants, member initiative allotments, and direct funding designations to the Village of Hanover Park for Capital Improvements, which includes, among other things, as building, equipment, structural, and road improvements, which shall directly result from the State Budget and from available sources resulting from the Capital Program;

Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the authorized activities and interests of the Village of Hanover Park;

On instructions from an authorized representative, undertaking such actions as the Village of Hanover Park may deem appropriate and consistent with the objectives of this Agreement;

Upon request, provide the Village of Hanover Park with summary written reports on RCM & CO's activities for the Village of Hanover Park; and

Maintain close liaison and frequent communication with the Village President and/or Village Manager, particularly during critical periods or on priority items.

The term of this Agreement is as follows:

$ 3,500.00 per month / (May 19, 2012 through May 31, 2013)

Due upon receipt of monthly invoices

II. WARRANTIES BY RCM & CO

RCM & CO represents and warrants to Village of Hanover Park that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. RCM & CO further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

## III. INDEPENDENT CONTRACTOR

RCM & CO acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. RCM & CO shall not enter into any contract or commitment on behalf of the Village of Hanover Park, RCM & CO further acknowledges that they are not considered an affiliate or subsidiary of the Village of Hanover Park, and are not entitled to any of the Village of Hanover Park employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

## IV. BUSINESS PRACTICES

RCM & CO hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

## V. CONFIDENTIALITY

RCM & CO recognizes and acknowledges that this Agreement creates a confidential relationship between RCM & CO and the Village of Hanover Park and that information concerning the Village of Hanover Park, or its operation, whether written or oral, is confidential in nature. All such information concerning the Village of Hanover Park is hereinafter collectively referred to as "Confidential Information". RCM & CO will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which RCM & CO may acquire or develop in connection with or as a result of the performance of this agreement. RCM & CO further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

## VI. GRANT

RCM & CO agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of the Village of Hanover Park, and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without the Village of Hanover Park, prior written consent. Any rights granted to RCM & CO under this Agreement shall not affect the Village of Hanover Park, exclusive ownership of the work product.

## VII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Village of Hanover Park, and ROGER C. MARQUARDT & CO., INC. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, the Village of Hanover Park, and ROGER C. MARQUARDT & CO., INC. have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

VILLAGE OF HANOVER PARK

BY: _____

TITLE: Village President

DATE: 4/30/2012

ROGER C. MARQUARDT & CO., INC.

BY: _____

TITLE: President

DATE: 4/25/12