

## **SERVICE AGREEMENT**

This Agreement is made between Dan Shomon, Inc. (“DSI”), having its principal place of business at 33 West Monroe Street, Suite 1050, Chicago, Illinois 60603, and the City of Aurora, having its principal place of business at 44 East Downer Place, Aurora, Illinois 60507-2067.

IN CONSIDERATION of the City of Aurora retaining DSI, it is agreed as follows:

### **I. SCOPE OF SERVICES.**

The City of Aurora retains DSI and DSI hereby agrees to represent the City of Aurora in the capacity of “lobbyist/government relations consultant” before the US Senate and House of Representatives, the Illinois General Assembly, the executive levels of state and local governments, and other areas of representation as agreed between the parties.

In its capacity as such consultant/representative, DSI shall make its best efforts to assist the City of Aurora in pursuing its government relations and other objectives. The nature of these objectives shall be determined by the City of Aurora with the advice and assistance of DSI. DSI may, with approval in advance by the City of Aurora, subcontract with other providers to assist or provide specialized consultative/representative services contemplated by this Agreement.

In this role, DSI shall plan and implement all legislative strategies designed to accomplish the City of Aurora’s initiatives, assist in the preparation of supporting materials for the initiatives, develop meetings with members of the staff and executive levels of federal, state, and local governments to advance the initiatives, and serve as liaison to federal, state, and local agencies relative to the initiatives. In addition, DSI will assist the City of Aurora with the following:

1. State and federal government relations – focusing on obtaining grants and resources, supporting business development, such as casinos and other efforts, and working on new legislation on issues ranging from real estate to crime to education.
2. Expand government and business contacts – connect the City of Aurora with key Northern Illinois political and civic leaders.
3. Assist in public relations efforts – that will enhance the City’s image and improve opportunities for economic development, tourism, and regional media coverage; provide crisis communications and on-the-spot support on local and state public relations issues – hold monthly press conferences about legislative initiatives.
4. Assist the City of Aurora with relations with counties and other local units of government.
5. Assist with the City of Aurora’s economic development efforts.
6. Assist with the City of Aurora’s application and receipt of grant monies.

DSI will provide a monthly report of activities it has undertaken to assist the City of Aurora no less than 30 calendar days following the last day of each calendar month.

DSI agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of the City of Aurora and that it will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without the City of Aurora's prior written consent. Any rights granted to DSI under this Agreement shall not affect the City of Aurora's exclusive ownership of the work product.

## **II. COMPENSATION AND TERMS**

The term of this Agreement is January 1, 2017 through December 31, 2017.

The following fee schedule shall apply:

1. \$7,040.00 per month;
2. A statement of expenses incurred shall be made to the City of Aurora at the end of each month for expenses incurred during the previous month. Total billed expenses shall amount to no greater than \$200.00 per month unless previously approved in writing by the City of Aurora. The monthly expenses shall be paid monthly.

## **III. WARRANTIES BY DSI**

DSI represents and warrants to the City of Aurora, on its own behalf and on behalf of any subcontractors with whom DSI refers the City of Aurora to, that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. DSI further warrants that it has complied and will continue to comply with the Illinois Lobbyist Registration Act. DSI agrees to indemnify and hold the City of Aurora and its officials and employees harmless from and against all liabilities which they may incur in the event of wrongful acts or omissions on the part of DSI and/or its subcontractors.

## **IV. INDEPENDENT CONTRACTOR**

DSI acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. DSI shall not enter into any contract or commitment on behalf of the City of Aurora. DSI further acknowledges that it is not considered an affiliate or subsidiary of the City of Aurora, and it is not entitled to any of the City of Aurora employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

## **V. BUSINESS PRACTICES**

DSI hereby represents and covenants that it:

1. Has 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.

2. 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.

## **VI. CONFIDENTIALITY**

DIS recognizes and acknowledges that this Agreement creates a confidential relationship between DSI and the City of Aurora, and that information concerning the City of Aurora or its operation, whether written or oral, is confidential in nature. All such information concerning the City of Aurora is hereafter collectively referred to as "Confidential Information." DSI will not use or 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 DSI may acquire or develop in connection with or as a result of the performance of this Agreement, unless the City of Aurora pre-approves such release of Confidential Information in writing. DSI further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

## **VII. ENTIRE AGREEMENT AND NOTICE**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Either party may terminate this Agreement with thirty (30) days written notice.

IN WITNESS WHEREOF, the City of Aurora and Dan Shomon, Inc. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, the City of Aurora and Dan Shomon, Inc. have caused this Agreement to be executed, by witness of the signatures following.

### **CITY OF AURORA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **DAN SHOMON, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk