

AGREEMENT FOR GOVERNMENT RELATIONS/TRANSPORTATION SERVICES

This Agreement is entered into as of this 3RD day of January, 2011 by and between the County of Kane, of 719 South Batavia Avenue, Geneva, Illinois 60134, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County") and Raucci & Sullivan Strategies, LLC, of 3000 North Sheridan Road, Suite 18C Chicago, IL 60657(hereinafter referred to as the "Consultant").

In consideration of the mutual covenants and agreements contained in this agreement, the County and the Consultant agree, covenant and bind themselves as follows:

1. Services. Consultant agrees to perform for the County the Services as described in Exhibit A, which exhibit is attached hereto, incorporated herein and made a part hereof (hereinafter referred to as the "Services").
2. Direction. The Kane County Engineer or his written designee shall act as the County's sole representative and contact person with the Consultant with respect to the Services to be provided by the Consultant under this Agreement, and may transmit instructions to and receive information from the Consultant with respect to the Consultant Services.
3. Compensation. The County agrees to pay the Consultant for providing the Services set forth herein at a rate of \$2,333.33 per month for twelve months commencing January 1, 2011 and ending on December 31, 2011.
4. Sub-consultants. The prior written approval of the County Engineer shall be required before any sub-consultants are hired by the Consultant to complete any part of the Services. Any such sub-consultants shall be hired and supervised by the Consultant and the Consultant shall be solely responsible for any and all work performed by said sub-consultant or sub-consultants in the same manner and with the same liability as if performed by the Consultant.
5. Satisfactory Performance The Consultant's and any sub-consultant's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of the County and meets or exceeds the quality and standards commonly accepted in the industry.
6. Conflict Of Interest. The Consultant covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of Consultant's services under this Agreement.
7. Ownership of Documents The Consultant agrees that all writings, notes, data, reports, drafting, studies, prepared by the Consultant for the County under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of written request therefore. The documents and materials made or maintained

under this Agreement shall be and will remain the property of the County which shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this Agreement.

8. Compliance with State and Other Laws. The Consultant and sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and obtain all licenses and permits that are applicable or otherwise required to perform the Services. The Consultant and sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.
9. Term. The term of this Agreement shall be from January 1, 2011 through December 31, 2011, unless earlier terminated as provided for herein.
10. Termination. This Agreement may be terminated upon thirty (30) days written notice of either party. In the event of termination, the Consultant shall prepare a final invoice and be due compensation calculated as described in paragraph 3 above for all costs incurred through the date of termination.
11. Payment. Consultant shall invoice the County on a monthly basis for the Services performed and any costs and expenses incurred therefore during the previous thirty (30) day period. The County shall pay Consultant within forty five (45) days of receipt of said invoice.
12. Notices. All notices given pursuant to this Agreement shall be sent by Certified Mail, postage prepaid, to the parties at the following addresses:

The County:

The Consultant:

County of Kane Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175
Attn: County Engineer

Raucci & Sullivan Strategies LLC
3000 North Sheridan Road, Suite 18-C
Chicago, Illinois 60657-5580
Attn: Andrew M. Raucci

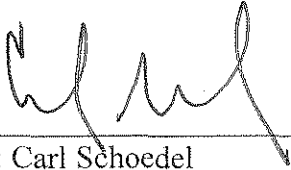
13. Waiver. The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.
14. Amendment. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing approved by the governing body of the County and signed by the Consultant.
15. Succession. This Agreement shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

16. Entire Agreement. This Agreement contains the entire Agreement between the parties. There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.
17. Non-Assignment. Either party shall not assign this Agreement without prior written approval by the other party requesting the assignment.
18. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and enforceability in accordance with its terms.
19. Governing Law. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute arising hereunder shall be in the County of Kane.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

COUNTY OF KANE

Rauci & Sullivan Strategies, L.L.C.



By: Carl Schoedel
County Engineer
Director of Transportation
Kane County Division of Transportation



By: Andrew M. Raucii
Managing Member

EXHIBIT "A"

SCOPE OF WORK AND SERVICES TO BE PROVIDED

I. Government Relations Services

Draft and interpret proposed legislation at request of the Kane County Division of Transportation (Client).

Monitor and assist the Client in dealing with array of state and federal statutes, rules, regulations and requirements.

Monitor and assist Client in Client's efforts to procure funding from all governmental sources.

Direct lobbying for, and representation of, the Client at all levels of local and state government.

Create strategic alliances with Client and public interest groups, trade associations and other organizations with common interests and/or goals of the Client.

Serve as a liaison on behalf of the Client with state and local agencies and other significant organizations which control or affect the Client's stated priorities.

Provide regular consultation and communication as requested by the Client to State agencies, departments elected officials and legislative committees.

Respond to Client requests and coordinate any initiatives taken by the Client.

II. Client Strategy Services

Develop, with Client, a strategy for implementing any agenda of the Client.

Maintain close relationship with all elected officials and work to ensure Client's funding requests are being prosecuted fairly and expeditiously.

Provide up to date information on legislative and administrative proposals that may affect the Client's interests.

Maintain frequent information contact with agency officials at all levels of government. Make recommendations when Client should communicate with agency officials and elected officials directly.

Closely monitor the Illinois General Assembly and all state agencies to identify proposed actions or activities of interest to the Client. Make recommendations regarding the efforts, activities and course of conduct that will most benefit the Client and its interests. Propose methods so that Client and Client's concerns may be best represented.

Monitor the General Assembly and all state agencies for all legislative functions and identify pending legislation, regulatory and policy actions (i.e. appropriations, authorization bills, budget resolutions, legislation and the like directly or indirectly impacting the Client and the like).

Monitor all state actions through interaction with elected officials, legislative committees, House and Senate members and their staffs, direct contact with all state officials and networking with other consultants and interest groups representing interests similar to those of the Client.

Advise Client of upcoming hearings as well as Senate and or House committee and floor action on issues of importance to the Client.

Upon identification of any government activities important to the Client, recommend appropriate response or actions to the Client.

III. Additional Consultant Services

Coordinate briefings with elected and agency officials on Client's priorities and objectives and status thereof.

Develop and implement an aggressive and comprehensive campaign to regularize and broaden direct communication between the Client's officials and high level decision makers within state government. Promote opportunities and events that shall raise the awareness of state elected and appointed officials of the Client and the Client's legislative needs.

Assist the Client in its development and implementation of a strategy that raises the consciousness and awareness of the Client and its officials.

Provide new opportunities and events that raise the awareness of the Client with key decision makers in state and local government