

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of December 1, 2013 by and between Rock Island County (hereinafter called "Client") with its offices 1504 3<sup>rd</sup> Avenue and EMS (hereinafter called "EMS") with its offices located at 1401 Williams Blvd, Springfield, Illinois 62704.

### WITNESSETH:

WHEREAS, Client wishes to retain EMS to furnish certain consulting services (hereinafter more particularly described), which EMS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, EMS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

#### 1. Term

- (a) This agreement shall be effective as of December 1, 2013 and continue in full force and effect through December 1, 2016 Subject to (60) days written notice, agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of EMS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

#### 2. Consulting Services

- (a) Client hereby retains EMS and EMS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:

- (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of Client or its subsidiaries
  - (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
  - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
  - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) EMS shall provide Client with written reports on its activities under this agreement on a monthly basis, as well as sections pertinent to Client contained in EMS's semi-annual reporting requirements of activities to the State of Illinois.
- (c) EMS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

### 3. Compensation

- (a) In consideration of EMS's rendering of Services Client shall pay EMS an annual retainer of \$24,000; monthly payments of \$2000.00 to begin within 30 days from the acceptance date of this agreement by both the Client and EMS.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If EMS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse EMS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of EMS, EMS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. EMS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to EMS if, in Client's sole judgment and upon reasonable basis and belief, EMS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representative

For the purpose of this agreement, Client's authorized representative shall be as follows: Phillip B. Banaszek. Client may designate from time to time additional or substitute authorized representatives by written notice to EMS. EMS's primary contact will be Christopher Stone. EMS may designate such other additional or substitute authorized representatives who are acceptable to Client. Client agrees that such acceptance shall not be unreasonably withheld.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) EMS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of EMS or any breach by EMS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless EMS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any

gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

EMS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by EMS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, EMS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

EMS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: EMS Midwest, LLC.  
1401 Williams Boulevard  
Springfield, IL 62704  
Phone: 217.528.9120  
Fax: 217.544.4026  
EIN # 30-0442145

Client: Rock Island County Board  
Rock Island County Office Building  
1504 3<sup>rd</sup> Avenue  
Rock Island, IL 61201-8624  
Phone: 309.558.3605  
Fax: 309.786.4473

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of

any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

- (b) 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.

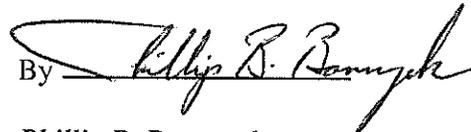
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

EMS Midwest, LLC

Rock Island County

By \_\_\_\_\_

*Christopher Stone*  
*President*  
*EMS Midwest, LLC*

By 

*Phillip B. Banaszek*  
*Chairman*  
*Rock Island County Board*