EXHIBIT A

Independent Contractor Agreement
Joyce A. Nardulli, LLC
Government Relations

Agreement is hereby made between the Joyce A. Nardulli, LLC and the City of Woodstock, 121 West Calhoun Street, Woodstock, IL 60098 set forth below according to the following terms, conditions and provisions.
Independent Contractor is identified below as follows:

Joyce A. Nardulli, LLC, President and CEO
501 Mill Bank Ln
Springfield, IL 62704-1000
217.652.7688

Work to be performed:
Serve as a contract lobbyist for the City of Woodstock for Illinois state government affairs. This work will include but is not limited to: helping the City of Woodstock achieve their transportation upgrade goals by attaining the necessary state funding over the next few years; working with the City of Woodstock to develop a strategic legislative plan including documentation and cost estimates for each project; developing supporting coalitions; meeting with appropriate Illinois Department of Transportation staff, legislative staff, legislators and governor's office to achieve the City's transportation goals; alerting the City's staff of needed actions i.e. testimony, position slips, legislative calls, etc.; guiding the City through the legislative process, meeting with legislative and government officials as needed; lobbying the House and Senate to support the City's transportation legislation and working with the Governor's office to gain their support.

Terms of Payment:
The City of Woodstock shall pay Joyce A. Nardulli, LLC for a period January 1, 2017 through December 31, 2017 a total of $60,000 through monthly payments of $5,000.

Reimbursement of Expenses:
The City of Woodstock shall only be liable for travel and meal expenses incurred by Joyce A. Nardulli when requested and approved in advance by the City of Woodstock in writing (email is acceptable) and if documentation is included in an invoice.

Fringe Benefits:
Because Joyce A. Nardulli, LLC is engaged in an independent business, the City of Woodstock is not responsible to pay any employer pension, health or other fringe benefits.

Notice of Liabilities:
Joyce A. Nardulli, LLC is responsible to pay income taxes, according to state and federal law as well as any other self-employment (social security tax) as may apply according to law. Worker's compensation insurance shall not be required for the City of Woodstock to fulfill this contract.

Termination:
This is an at-will contract that may be terminated at any time by either party without further obligation and effective immediately upon giving written notice of termination. No cause for termination shall be required to be given by either party.

Non-Waiver:
The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Declaration of Independent Contractor:
Joyce A. Nardulli, LLC declares that all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement have been complied with according to law.

How Notices shall be given:
Any notice given in connection with this agreement shall be given in writing and shall be delivered either by e-mail or by hand to that party or by certified mail, return receipt requested, to the party at the party's address herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Assignability:
This agreement may be assigned, in part, with a written agreement by both parties.

Choice of Law:
Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Illinois.

Entire Agreement:
This is the entire agreement of the parties and cannot be changed or modified orally.

Amendments:
This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

By: Joyce A. Nardulli — Date: 1-23-2017
Joyce A. Nardulli, President and CEO

By: Brian Sager — Date: 1-17-2017
Print name/title Dr. Brian Sager, Mayor