

**A RESOLUTION APPROVING A
CONSULTANT AGREEMENT WITH
MAC STRATEGIES GROUP, INC.**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That a Consultant Agreement by and between the Village of Arlington Heights and Mac Strategies Group, Inc. to perform legislative and lobbying services on behalf of the Village of Arlington Heights, a true and correct copy of which is attached hereto, be and the same is approved.

SECTION TWO: The Village Manager is hereby authorized and directed to execute the Consultant Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of March, 2019.

Village President

ATTEST:

Village Clerk

CONSULTANT AGREEMENT

THIS AGREEMENT FOR CONTRACT LOBBYING SERVICES (“Agreement”) is made the 19th day of March 2019 by and between, the Village of Arlington Heights, an Illinois municipal entity, with its principal address at 33 S. Arlington Heights Rd. Arlington Heights, Illinois 60005 (hereinafter referred to as the “Client”) and **MAC STRATEGIES GROUP, INC.**, an Illinois Corporation, with its principal address at 53 W. Jackson Blvd, #550, Chicago, Illinois, 60604 (hereinafter referred to as the “Lobbyist”).

WHEREAS, the Client desires to engage Lobbyist to perform legislative consulting and lobbying services for the Client and Lobbyist desires to perform such services on a non-exclusive basis and pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises hereof and of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Engagement; Scope of Services.

The Client hereby engages Lobbyist to perform the duties set forth in this Agreement. The engagement by the Client of Lobbyist under this Agreement is non-exclusive and shall not limit the Client's right to engage other persons to conduct activities on behalf of the Client, nor shall it restrict Lobbyist's right to accept other engagements so long as such other engagements do not interfere with Lobbyist's ability to perform.

2. Duties and Responsibilities of Lobbyist.

The Lobbyist is engaged to (1) identify, prioritize, monitor and recommend strategy on pending legislation and regulatory matters in the State of Illinois relating to priorities of the Client including, but not limited to, legislation providing for the expenditure by the state of funds for capital construction projects; (2) provide legislative and regulatory representation and establish relationships on behalf of Client before the legislators, Executive Branch officials and other Illinois governmental agencies; (3) develop and implement strategies to advocate the positions of Client consistent with its government relations program; (4) prepare correspondence and other materials needed to support the legislative or regulatory effort; (5) present testimony at hearings before the Illinois General Assembly and/or prepare others to testify in support and to meet legislators, legislative staff, Executive Branch officials, Executive Branch staff, and regulatory agency staff as deemed necessary by Client, and (6) provide briefing reports on key issues, and legislative and regulatory activity on a regular basis.

3. Representations, Warranties, Covenants and Agreements.

3.1. Lobbyist's Representations, Warranties, Covenants and Agreements. Lobbyist hereby represents and warrants to the Client as follows:

- (a) Lobbyist shall not hold himself out, directly or by implication, as being an employee or agent of the Client.
- (b) Except as required by law, Lobbyist shall keep confidential the nature and scope of the engagement as well as its relationship with the Client unless the Client expressly authorizes, in writing, specific disclosures.

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- (c) Lobbyist shall return all Client information to the Client, or shall destroy same if directed to do so by the Client, at the conclusion of the engagement.
 - (d) This Agreement, when fully executed, will constitute the valid and legally binding obligation of Lobbyist, fully enforceable against it in accordance with its terms. Lobbyist represents that the execution and performance of this Agreement by Lobbyist will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.
 - (e) Lobbyist shall inform the Client immediately if any representation, warranty, covenant, or agreement contained in Section 3.1 hereof is no longer accurate.
- 3.2. **Client's Representations, Warranties, Covenants and Agreements.** The Client hereby represents and warrants to Lobbyist as follows:
- (a) This Agreement, when executed, will constitute the valid and legally binding obligation of the Client, fully enforceable against it in accordance with its terms. The Client represents that the execution and performance of this Agreement by the Client will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.
 - (b) The Client shall inform Lobbyist immediately if any representation, warranty, covenant, or agreement contained in Section 3.2 hereof is no longer accurate.
- 3.3 **Conflicts of Interest.** While providing lobbying services under this Agreement, Lobbyist shall not represent any other party whose interests directly conflict with the interests of Client in matters relating to the Scope of Services outlined in this Agreement. It is acknowledged by both the parties that representation by Lobbyist of any other unit of local government does not violate this provision, as long as such representation is not in direct conflict with any interests of Client in matters relating to the Scope of Services outlined in this Agreement.
4. **Compensation.**
- 4.1 Lobbyist shall be compensated in the amount of \$3,000.00 per month for the term of the Engagement.
- (a) It is the policy of Mac Strategies Group, Inc. to issue invoices on the 4th day of each billable month.
 - (b) Payment of an issued invoice shall be no later than the last business day of the month in which it is issued.
5. **Term of Engagement.**
- 5.1 The term of this Agreement (the "Term") shall commence on March 19, 2019 and shall be completed on February 20, 2020, unless the term or scope is modified pursuant to agreement of both parties.
- 5.2 Both parties reserve the right terminate the terms of this agreement upon providing a written notice 30-days prior to the date of termination. Upon termination, Client's only obligation shall be to pay for services rendered by the Lobbyist prior to termination and not yet paid. Lobbyist shall promptly return any fees previously paid by Client for services that were to be rendered following the date of termination.

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6. **Indemnifications.**

- 6.1. Lobbyist shall defend, indemnify and hold harmless, at Lobbyist's sole cost and expense, the Client and its elected and appointed officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, attorneys, or other persons or property standing in the interest of the Client, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Lobbyist, its officers, agents and/or employees, or arising out of or in performance of any provision of this Agreement or the Services provided under this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree, except for injuries and damages caused by the sole negligence of the Client, or arising out of any breach by Lobbyist of any representation, warranty, covenant or agreement contained herein.
- 6.2. The Client shall defend, indemnify and hold harmless Lobbyist and its officers, directors, employees, agents, parent, subsidiaries and other affiliates, from and against any and all damage, cost, liability, and expense whatsoever (including attorney's fees and related disbursements) incurred by reason of (a) any failure by the Client to perform any covenant or agreement of the Client set forth herein, or (b) any breach by the Client of any representation, warranty, covenant or agreement contained herein.

7. **Independent Status of Lobbyist.**

This Agreement establishes the rights, duties and obligations of the Client and Lobbyist and does not create an employer-employee or agency relationship between the Client, or any entity affiliated with the Client, and Lobbyist, or any of Lobbyist's employees or agents. Lobbyist acknowledges and agrees that Lobbyist is an independent contractor to the Client and Lobbyist shall not act as an agent of the Client. As an independent contractor, Lobbyist shall be responsible for any social security taxes, insurance and any other taxes or fees that are applicable to him and his employees and agents pursuant to Illinois and Federal laws.

8. **Compliance with Applicable Laws.**

Lobbyist agrees to comply in all respects with any and all applicable laws, rules and regulations regarding its conduct, including, but not limited to, lobbying action and registration, and all applicable laws and regulations related to political contributions and gifts to public officials. Without limiting the generality of the foregoing, Lobbyist covenants that Lobbyist is in full compliance with the immigration laws of the United States relating to Lobbyist's employees assigned by Lobbyist to perform services for Client. Lobbyist further certifies that all of Lobbyist's employees are authorized by law to work in the United States, and that Lobbyist's employees have presented documentation to Lobbyist that establishes both identity and work authorization in accordance with applicable immigration regulations. Lobbyist certifies that to the best of its knowledge, information and belief, after due inquiry, the documentation presented to Lobbyist is genuine and accurate. Lobbyist further certifies that Lobbyist complies with all federal, state and local labor and employment laws, and wage and hour laws, as these laws may relate to Lobbyist's employees performing services for Client. Lobbyist represents and warrants that there are no agreements, orders or other restrictions which would interfere with or prevent Lobbyist from entering into this Agreement or performing the services and obligations contemplated hereunder. Lobbyist also agrees to comply with applicable laws concerning lobbyist registration, including the timely submission of all necessary lobbyist filings required under such laws. Lobbyist shall inform Client if Lobbyist is required to make such lobbyist filings. Lobbyist shall notify Client if any filing requirements are applicable to Client itself as a result of Lobbyist's representation of Client under this Agreement and shall assist Client in satisfying such requirements.

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9. Governing Law.

This Agreement shall be governed by, and its terms and conditions shall be construed and enforced in accordance with the domestic laws of the State of Illinois.

10. Notices.

All notices or other communications required or permitted to be given hereunder shall be (as elected by the person giving such notice) (a) personally delivered, (b) transmitted by postage prepaid registered mail, (c) via electronic communications, or (d) transmitted by facsimile, with postage prepaid mail information, to the parties as follows:

10.1 If to Client:

Randall Recklaus
Village Manager, Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
rrecklaus@vah.com 847-368-5100

10.2 If to Lobbyist:

Ryan McLaughlin
President/CEO, Mac Strategies Group, Inc. 53
W. Jackson Blvd. Suite 550
Chicago, Illinois 60604
ryan@macstrategiesgroup.com | 312-588-4102

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the date of receipt if delivered personally, seven days after posting if transmitted by mail, or the date of transmission for electronic communications, or date of transmission with confirmed answer back if transmitted by facsimile, whichever shall first occur. Any party hereto may change its address for purposes hereof by written notice to the other party.

11. Confidentiality.

Any information or materials provided by or on behalf of Client, or created by Lobbyist in connection with the Services shall be treated as confidential and not shared with any third parties in any manner without the prior written consent of Client. Upon the conclusion of the Agreement, Lobbyist shall return to Client any materials that were provided or created in the course of the Agreement, or otherwise dispose of such items as directed by Client. This obligation will survive the termination or conclusion of the Agreement.

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12. Use of Information.

- 12.1. Any information including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, samples, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents (all hereinafter designated “Information”) furnished to Lobbyist hereunder or in contemplation hereof shall remain the Client’s property or the property of the Client subsidiary or affiliate which furnished the Information to Lobbyist. All copies of such Information in written, graphic or other tangible form shall be returned to the Client or such Client subsidiary or affiliate upon request. Unless such information was previously known to Lobbyist free of any obligation to keep it confidential or has been or is subsequently made public by the Client or a third party without violation of this Agreement, it shall be kept confidential by Lobbyist and its employees; and shall be disclosed only upon the prior written consent of the Client or upon such terms as may be agreed upon in writing by the parties. Any findings, reports, questionnaires, or other results of this Agreement shall be the exclusive property of the Client including title to copyright in all copyrightable material and shall be considered a “work made for hire” in accordance with the copyright statute.
- 12.2. Any materials, templates, formula or analytical methodology, used or employed by the Lobbyist during the course of the engagement including, but not limited to, Lobbyist’s own databases, business information, technical information, specifications, analytical models, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents utilized by Lobbyist to perform under this Agreement (all hereinafter designated “Lobbyist’s Information”) furnished to the Client or any of its subsidiaries or affiliates hereunder or in contemplation hereof shall remain Lobbyist’s property. All copies of such Lobbyist’s Information in written, graphic or other tangible form shall be returned to Lobbyist upon request. Unless such Lobbyist’s information was previously known to the Client or any of its subsidiaries or affiliates free of any obligation to keep it confidential or has been or is subsequently made public by Lobbyist or a third party without violation of this Agreement, it shall be kept confidential by the Client and its employees or any of its subsidiaries or affiliates and shall be disclosed only upon the prior written consent of Lobbyist or upon such terms as may be agreed upon in writing by the parties. Compliance by the Client with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (“Illinois FOIA”) or other similar “sunshine law,” including compliance with an Illinois FOIA request, or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Client, or pursuant to a subpoena, shall not be a violation of this Section.

13. Miscellaneous.

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or otherwise, between the parties, and may be altered or amended only in a writing signed by both parties. Except as otherwise expressly provided herein, no purported waiver by any party of any breach by the other party of its obligations, representations, warranties, agreements or covenants hereunder shall be effective unless made in a writing, and no failure to pursue or elect any remedy with respect to any default under or breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent, similar or different default or breach.

Mac Strategies Group, Inc.

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

Client: The Village of Arlington Heights

By: Randall Recklaus

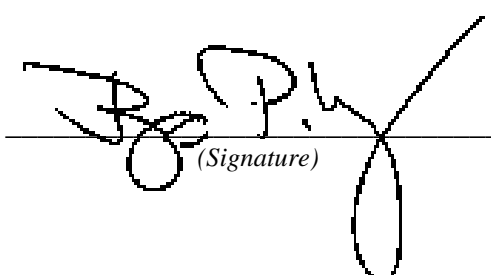
Its: Village Manager

(Signature)

Lobbyist: Mac Strategies Group, Inc.

By: Ryan P. McLaughlin

Its: President & CEO



(Signature)